

U. P. S.  
FEEDER, PACKAGE, MECHANICS & COMBINATION EMPLOYEES RIDER  
JOINT COUNCIL NO. 3 (Montana, Utah, Idaho)  
LOCAL UNION NO.'S 2, 190, 222, 983  
For the Period August 1, 2023 thru July 31, 2028

*\*ALL REFERENCES TO GENDER HAVE BEEN CHANGED TO THEY AND THEIR TO  
BETTER REFLECT THE DIVERSITY OF THE MEMBERSHIP*

*\*ALL REFERENCES TO THE 22.4 CLASSIFICATION HAVE BEEN REMOVED FROM  
THE AGREEMENT*

*\* GRAMMATICAL AND OTHER ERRORS THAT DID NOT CHANGE THE INTENT OF  
THE LANGUAGE HAVE BEEN CORRECTED*

**PREAMBLE                      NO CHANGE**

**ARTICLE 1. PARTIES TO THE ADDENDUM**

**SECTION 1. NO CHANGE**

**SECTION 2.**

Employees covered by this Agreement shall be construed to mean feeder drivers, package drivers, and combination employees covered under Article 22.3 ~~and 22.4~~ of the National Master UPS Agreement, and mechanics, (Locals 2 & 190) working in classifications set forth in the wage schedule of this Addendum or any classification mutually agreed on by the parties during the life of this Agreement. In Locals 2 and 190, porters and car washers will also be covered by this agreement but only in areas where they are already recognized.

**ARTICLE 2. SENIORITY**

**SECTION 1. PROBATIONARY PERIOD                      NO CHANGE**

**SECTION 2. SENIORITY LIST**

(a) There shall be ~~three (3) four (4)~~ separate seniority lists, by center: one (1) list for tractor-trailer feeder drivers; one (1) list for delivery drivers; and one (1) list for Article 22.3 combination employees, ~~and one (1) list for 22.4 combination employees.~~ When an employee moves from one seniority list to another separate seniority list, his/her their seniority date for vacation selection, layoff, rehire, and bidding, if appropriate on the list to which he/she they transferred, shall be the date he/she they transferred to the new position. All other benefits to apply as per Company seniority. Where appropriate, there shall be a separate seniority list for mechanics. Shuttle drivers and/or package feeder drivers shall be included on one of the aforementioned seniority lists; however, this will not impact their ability to perform the feeder work of the nature/type they are currently doing as full or part-time drivers. the tractor-trailer feeder seniority list. Full-time and part-time employees hold separate seniority. Feeder drivers enjoy separate seniority for operational purposes. Seniority shall prevail in all layoffs and rehires.

(b) **NO CHANGE**

(c) **NO CHANGE**

**SECTION 3. OPERATING CENTER SENIORITY      NO CHANGE**

**SECTION 4. PREFERENCE IN HIRING                      NO CHANGE**

**SECTION 5. CLOSED OR PARTIALLY CLOSED CENTERS OR HUBS  
NO CHANGE**

**SECTION 6. RECOGNITION OF SENIORITY              NO CHANGE**

**SECTION 7. EXTRA WORK ASSIGNMENT**

**(a) NO CHANGE**

**(b) All package operations will maintain an extra work list with separate AM and PM distinctions. It will be the employee's responsibility to sign up on the appropriate list with correct and legible contact information. Employees who are unavailable to work on three (3) separate occasions within a calendar month will have their names removed from the coverage list. Those employees shall be eligible to re-sign the list the following month. Extra package work that is not already assigned will be bid by seniority using this list.**

**Early work that is currently assigned to a bid route driver will be covered in seniority order based off the extra work list when said driver is on vacation or absent.**

**When early work that is currently assigned to a bid route driver is eliminated: the affected driver will then have their name placed on the extra work list in seniority order for that day.**

**(c) NO CHANGE**

**(d) The Company may implement technological advancements in the way the employees sign up for and are offered extra work. The Company will review these changes with the Union prior to implementation.**

**SECTION 8. TERMINATION OF SENIORITY              NO CHANGE**

**SECTION 9. BIDDING AND JOB OPENINGS**

**(a) NO CHANGE**

**(b) UNASSIGNED FT DRIVERS WEEKLY BID**

**The Center shall post all routes temporarily vacated for the full workweek, no later than Wednesday two (2) weeks prior. Unassigned drivers in seniority order shall select the open route they wish to cover the following week no later than 18:00 Wednesday the week prior. Remaining open routes will be assigned in reverse seniority order with seniority being given prime consideration.**

**Any route that becomes available after the weekly bid will be offered in seniority order to the remaining unassigned RPCD's.**

**SECTION 10. PACKAGE AND FEEDER TRANSFERS                      NO CHANGE**

**ARTICLE 3. FEEDER DRIVERS**

**SECTION 1. WORK ASSIGNMENT**

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. Employees who ~~are required by the employer to~~ work temporarily outside of their domicile shall be reimbursed for necessary and reasonable receipted expenses for travel, room, and meals not to exceed ~~thirty~~ fifty dollars ~~(\$30.00)~~ (\$50.00).

**SECTION 2.**

Feeder drivers laid off for five (5) consecutive work days will be allowed to displace the least senior package driver, if qualified, in the building ~~he/she~~ they works. The employee must return to ~~his/her~~ their original position when work becomes available. ~~He/she~~ They shall retain their ~~his/her~~ full feeder seniority and assume ~~his/her~~ their original package seniority.

Feeder drivers that have attained seniority that have not been qualified as package car drivers will be afforded the ability to displace two (2) part-time positions inside the building when laid off for five (5) consecutive days. The employee will not be able to displace a part-time employee with more Company seniority. This provision applies to employees that were promoted from inside the building as well as off the street hires. Rate of pay will be in accordance with Article 2, Section 3(d) of this agreement.

**SECTION 3. BID & DISPATCH RULES                      NO CHANGE**

**SECTION 4. BACK-UP FEEDER DRIVERS**

(a) There shall be ~~established~~, a list of feeder drivers that have been qualified to perform feeder driver's work in back-up capacity. The list shall be maintained in numerical order as of the date the driver qualifies for the feeder work. Runs will be covered from the back-up list which will be in numerical order as of the date the driver qualified for feeder work. Additionally, employees shall be allowed to bid the new openings from the back-up list in the order they were put on the list, not according to their original employment anniversary date with the company.

(b) Once qualified, backup feeder drivers will select their vacations and personal holidays with the regular feeder drivers.

**SECTION 5. TRACTOR TRAILER SCHOOL                      NO CHANGE**

**ARTICLE 4.                      COMBINATION EMPLOYEES COVERED  
UNDER ARTICLE 22.3 OF THE NMUPS AGREEMENT**

(**Para. 5**) The full-time combination jobs shall be awarded by facility, by "22.3" full-time classification or by part-time company seniority, whichever is applicable as stated in paragraph one above. (The Salt Lake Hub facility (SALUT), the Utah Regional Hub (LKEUT), and the Salt Lake Air facility (SLTAS), will be considered as one facility regarding the movement of part-time employees to full-time positions.)

(Para. 7) An part-time employee who successfully qualifies for a full-time inside combo position shall remain in that position for a minimum of three (3) months. However, this would be ~~waved~~ **waived** should a full-time package or feeder driving position become available.

(Para. 8) Part-time employees will follow procedures as outlined in Article 7 of the WRS/UPS Agreement when requesting full-time positions. The Employer's ~~Human Resource Department~~ will maintain two lists: one list for full-time combination positions and the other for full-time driving. Company seniority will prevail when awarding full-time package driving positions.

(Para. 9) Until an 22.3 employee gains seniority as a full-time package car or feeder driver, ~~he/she~~ **they** will have the option of working their regular full-time "22.3" job if ~~package~~ driving work is not available. If not practicable to work their regular inside full-time position, ~~he/she~~ **they** can work any combination of part-time jobs for which ~~he/she is~~ **they are** qualified in order to be made whole for eight hours pay.

(Para. 11) Article 6, Section 5, as well as Article 7 in the WRS/UPS Agreement shall apply to all employees who are awarded a newly created full-time combination position. ~~The employees selecting one of the original second year full-time combination jobs and were awarded retro pay shall be dovetailed onto the new "22.3" seniority list by using his/her part time seniority date. Thereafter, the applicable language in the J.C.#3 Package Rider referring to seniority in Article 2 will prevail.~~

(Para. 12) Coverage for all planned and unplanned absences for these combination full-time jobs shall be performed by qualified part-time employees. **Sick days for employees in the 22.3 classification only, may be used in half day four (4) hour increments.**

(Para. 13) Should any employee working a full-time combination job have ~~his/her~~ **their** work day permanently reduced to less than eight hours or whose work is permanently eliminated shall have the following options:

(Para. 14) Bump a junior employee on ~~his/her~~ **their** seniority list, the first employee bumped by this provision shall be allowed to bump a junior employee on ~~his/her~~ **their** seniority list, the 2<sup>nd</sup> employee bumped by this provision shall be allowed to bump the least senior employee on ~~his/her~~ **their** seniority list, the least senior person shall be returned to part-time. **The Company and the Union may agree to additional bumping on a case-by-case basis.** The displaced employee may select an open preferred position using their Company seniority on their new shift. Any employee affected in this process, may not displace someone with driving duties or hazmat responder unless they have been previously qualified. Their seniority shall be dovetailed onto their new seniority list, all appropriate part-time wage rates, health and welfare and pension benefits apply.

(Para. 19) All Article 22.3 job opportunities offered for bid within a Local Union's jurisdiction ~~shall be specific as to the work to be performed.~~ **will designate the two shifts to be worked and the bid winner will choose from available preferred positions on those shifts. If the employee wins a bid that includes their current shift, they may keep the preferred position held on the current shift.** After successfully completing the probationary period a 22.3 Combination Job employee may request a preferred job opportunity within ~~his/her~~ **their** bid time

frame. These job opportunities shall be selected from vacated positions or newly created work. The 22.3 Combination employees preferred work selection shall not adversely affect the operation of the employer. There shall be no bumping into occupied preferred positions and seniority shall prevail.

**~~ARTICLE 5. COMBINATION EMPLOYEES COVERED  
UNDER ARTICLE 22.4 OF THE NMUPS AGREEMENT  
DELETE ENTIRE ARTICLE~~**

**ARTICLE ~~6~~5. SEASONAL PERIOD      NO CHANGE**

**ARTICLE ~~7~~6. WORK DAY – WORK WEEK**

**SECTION 1. PACKAGE DELIVERY DRIVERS              NO CHANGE**

**SECTION 2. DAILY GUARANTEE                      NO CHANGE**

**SECTION 3. DAILY OVERTIME                      NO CHANGE**

**SECTION 4. WEEKLY OVERTIME                      NO CHANGE**

**SECTION 5. CALL BACKS**

**(a) NO CHANGE**

**~~(b) Mechanics called for emergency work shall be paid not less than two (2) hours pay for each time called out, at time and one half (1 ½) the regular hourly rate.~~**

**SECTION 6. STARTING TIMES – PACKAGE DRIVERS & MECHANICS**

(a) Starting times for all employees, excluding feeder drivers, shall be scheduled by Friday of the preceding work week for the following work week. **~~Feeder driver starting times shall be posted at the time of annual bids and when necessary;~~** To permanently change such start times, the change shall be scheduled not later than the Friday of the preceding work week for the following work week.

(b) An employee shall be given ~~reasonable~~ notice by the end of their shift the day prior, when being advised not to report to work.

**(c) NO CHANGE**

**(d) Package Car Drivers that consistently work over 12.00 hours or past 22:00 (excluding peak season), may request a meeting between the District Labor Manager (or their designee) and the Local Union to address issues and find solutions. This shall not prevent Labor Managers and Business Agents from immediately resolving issues as they occur.**

**SECTION 7. STARTING TIMES – FEEDER DRIVERS**

**Feeder driver starting times shall be posted at the time of annual bids and when necessary. To permanently change such start times, the change shall be scheduled not later than the Friday of the preceding work week for the following work week.** The Company shall notify feeder drivers at least one (1) hour ahead of normal starting time of any delay of their normal starting time.

In the event, subsequent to the first notification of change of starting time, another change is necessary, the feeder starting time for pay purposes shall be that of the initial changed starting time.

**SECTION 8. FEEDER DRIVERS - FOUR (4)/TEN (10) HOUR WORK WEEK**  
**NO CHANGE**

**ARTICLE 87. COMBINATION JOBS (FULL-TIME REGULAR EMPLOYEES)**  
**NO CHANGE**

**ARTICLE 98. INSPECTION PRIVILEGES** **NO CHANGE**

**ARTICLE 109. EQUIPMENT SALE** **NO CHANGE**

**ARTICLE 110. WORK ASSIGNMENTS** **NO CHANGE**

**ARTICLE 121. UTILITY DRIVERS**

(a) It is agreed that package operations may hire utility drivers. Regular part-time employees (in order of seniority) who desire to be considered as a utility driver shall submit a letter of intent to ~~his/her~~ their center manager. Those employees who successfully meet the qualification standards for UPS drivers will be considered for the utility driving job. In buildings where there are more than one package center, the utility driver shall choose the center ~~he/she~~ they wants to be permanently assigned to prior to classroom training. New utility drivers shall be considered qualified once they complete a trial period as defined by Article 4, Section 1 (b) of the Western Region Supplement. Utility drivers shall be placed on a designated area during their trial period. A qualified, current utility driver will not be required to complete another package car driver trial period. They must make themselves available on a daily basis unless mutually agreed by the company and union. The company shall notify the union of any utility driver found in non-compliance, after notification to the union, if the employee continues to be unavailable for utility work, it may be grounds for the employee being removed from the utility driving list. If removed, the employee may request to place their name back on the utility list, if there is an opening, after six (6) months. Utility drivers will not be required to work their part-time shift on days when they work as a utility driver for eight (8) hours or more.

(b) The rate of pay shall be the starting rate of pay for the package car driver or their inside rate of pay, whichever is greater.

(c) The Employer shall work utility drivers in company seniority order within their assigned center. These utility drivers may be used to cover absentees, overflow work, vacations, etc., but will continue to be carried on their appropriate part-time seniority list. Utility drivers shall not work in any center where there are laid off full-time drivers. Should any such employee work more than eight (8) hours in any combination of work in one day, all time in excess of eight (8) hours in that day will be at time and one half (1½). Utility drivers who work in centers located in Hub buildings where Hub work is available will be guaranteed eight (8) hours pay. In other locations where Hub work is not available, the eight (8) hour guarantee will not apply.

**ARTICLE ~~13~~12. WORK PROVISIONS**

**NO CHANGE**

**ARTICLE ~~14~~13. LAYOVER**

On layover runs the Company shall reimburse such driver for the full cost of food, not to exceed ~~thirty fifty~~ dollars (~~\$30.00~~) (\$50.00) and lodging at the layover point upon presentation of proper receipts.

**ARTICLE ~~15~~14. REST PERIODS**

**NO CHANGE**

**ARTICLE ~~16~~15. HOLIDAYS**

**SECTION 1.**

The following holidays shall be observed and paid to all seniority employees. Seniority employees shall receive eight (8) hours pay at their regular rate of pay.

New Year's Day

Memorial Day

Labor Day

Day After Thanksgiving

New Year's Eve

**Martin Luther King, Jr. Day**

July 4th

Thanksgiving Day

Christmas

(4) Personal Holidays

**SECTION 2. HOLIDAY ELIGIBILITY**

(a) **NO CHANGE**

(b) In order to be eligible for holiday pay as outlined above, seniority employees must work the scheduled work day before and after the holiday, unless an employee **is on approved FMLA or has with** a bona-fide injury or illness **and** provides the Company with a note from a medical professional excusing them from work for the scheduled work day before and/or after the holiday.

(c) **NO CHANGE**

**SECTION 3. SUNDAY HOLIDAYS**

**NO CHANGE**

**SECTION 4. WORK ON HOLIDAYS**

Work performed on holidays shall be compensated at ~~time and one half (1½)~~ **double time (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.

**SECTION 5. ADVANCE OR DELAY OF HOLIDAY** **NO CHANGE**

**SECTION 6. HOLIDAY DURING VACATION**

**NO CHANGE**

**SECTION 7. HOLIDAY PAY DURING LAYOFF**

**NO CHANGE**

**SECTION 8. SELECTION OF PERSONAL HOLIDAYS**

(a) **NO CHANGE**

(b) In a package or feeder center dispatching two hundred (200) or more drivers, a minimum of six (6) employees will be allowed off per day for their “Personal Holiday”. In a package or feeder center dispatching one hundred fifty (150) or more drivers, a minimum of five (5) employees will be allowed off per day for their “Personal Holiday.” In a package or feeder center dispatching one hundred (100) or more drivers, a minimum of four (4) employees will be allowed off per day for their “Personal Holiday”. In a package or feeder center dispatching sixty (60) or more drivers, a minimum of three (3) employees will be allowed off per day for their “Personal Holiday”. In a package or feeder center dispatching thirty (30) or more drivers, a minimum of two (2) employees will be allowed off per day for their “Personal Holiday”. In centers with under thirty (30) drivers, a minimum of one (1) employee will be allowed off per day. **For every fifty (50) drivers in excess of two hundred (200) an additional personal holiday will be allowed.**

**(c) 22.3 employees will select their personal holidays on their home sort and will be included in the number of employees allowed off per day.**

## **ARTICLE 1716. VACATIONS**

**SECTION 1. VACATION ACCRUAL                      NO CHANGE**

**SECTION 2. VACATION PAY                      NO CHANGE**

**SECTION 3. OPTION WEEK**

**(a) NO CHANGE**

**(b) NO CHANGE**

**(c) NO CHANGE**

**(d) NO CHANGE**

**(e) If an employee chooses not to take their option week as a full week of vacation, they may choose to break their option week into five (5) individual days. If the days will be used individually then they shall be bid in accordance with Article 16 Section 8. The decision to break up the days or take as a full week must be made at the time of vacation selection. If no selection is made by the employee at this time, then it will default to a full option week.**

**SECTION 4. ELIGIBILITY                      NO CHANGE**

**SECTION 5. PRO-RATED VACATION**

**(a) NO CHANGE**

**(b) An employee who retires from the Company, and is entitled to receive payment for prorated unused vacation, shall also be paid a separate additional cash payment equal to the total pension contributions which the Company would have been required to make on behalf of the employee had the employee utilized all accumulated unused vacation prior to retiring (i.e. the number of prorated unused vacation hours multiplied by the hourly pension contribution rate in effect at the time of payment). ~~as illustrated in the following example 40 hours x \$6.60 per hour = \$264.00).~~**



## **SECTION 6. VACATION SCHEDULE**

(a) Vacation selections shall be by seniority within the classification by center. The posted vacation schedule shall show the weeks available for vacation each week. Vacation schedules, by classification, shall be posted on Monday of the second full week in January and remain posted for five (5) full weeks. The top twenty percent (20%) shall select their vacation in seniority order during the first (1<sup>st</sup>) week of selection and the selection procedures shall continue through the fifth (5<sup>th</sup>) week with each succeeding twenty percent (20%) selecting in seniority order. Vacations will be selected for the period beginning March 1, and ending February 29, of the following year.

A minimum of fifteen **percent** (15%) of the employees in their classification in a center will be scheduled off each week during the period from the Monday following May 15 through August. The application of the fifteen per cent (15%) will be applied as follows:

**No. of Employees    No. of Vacation Per Week    NO CHANGE TO TABLE**

For the remaining vacation months, the Company will schedule vacations in relation to expected volume with a minimum of **ten percent (10%) of the employees in their classification scheduled off each week, excluding the first two (2) full weeks of January. During the first two (2) full weeks of January, the Company will schedule vacations in relation to volume with a minimum of** one (1) employee on vacation per week. In centers with more than seventeen (17) eligible employees in a classification, a minimum of two (2) employees will be allowed on vacation during ~~these~~ **the same weeks.** ~~for the remaining months.~~

If all scheduled vacation weeks have not been selected within the time allocated in the above period, the open vacation weeks will be assigned by seniority to the lower senior employees eligible.

The Employer shall have the right to hire vacation replacements. Vacation replacements hired from May 15 through August 31 shall not gain seniority.

~~On the pay day immediately preceding an employee's vacation, the employee shall be paid vacation pay.~~ **Pay for vacation refer to Article 17 of the NMUPSA.**

(b)    **NO CHANGE**

(c)    **NO CHANGE**

(d)    **NO CHANGE**

## **SECTION 7. EFFECTS OF LEAVES OF ABSENCE**

**NO CHANGE**

## **SECTION 8. EFFECT OF UNEMPLOYMENT COMPENSATION    NO CHANGE**

### **ARTICLE ~~18~~17. SICK LEAVE**

**SECTION 1. ACCRUAL**                      **NO CHANGE**

**SECTION 2. AMOUNT OF PAY**                      **NO CHANGE**

**SECTION 3. SICK LEAVE BANK**                      **NO CHANGE**

**SECTION 4. CASH OUT**

(a) **NO CHANGE**

(b) An employee who retires from the Company, and is entitled to receive payment for prorated unused sick leave pay, shall also be paid a separate additional cash payment equal to the total pension contributions which the Company would have been required to make on behalf of the employee had the employee utilized all accumulated unused sick leave pay prior to retiring (i.e. the number of prorated unused sick leave pay hours multiplied by the hourly pension contribution rate in effect at the time of payment. ~~as illustrated in the following example—40 hours x \$6.60 per hour = \$264.00).~~

**SECTION 5. COORDINATION OF BENEFITS**                      **NO CHANGE**

**ARTICLE ~~19~~18. PENSION**

**SECTION 1. CONTRIBUTIONS**

(a) **NO CHANGE**

(b) For the duration of this agreement, the employer shall continue to contribute to the Western Conference of Teamsters Pension Trust Fund in the amount equal to the contribution rate as of July 31, 2023, except as that rate may be increased in accordance with the terms of Article 34 of the National Master Agreement. The Employer shall pay the following amounts on the effective dates shown for all employees covered herein:

Effective August 1, 2018—The Company shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee working under this Agreement, an hourly contribution rate to be determined by Article 34 of the NMUPS Agreement.

Effective August 1, 2019—To be determined per Article 34 of the NMUPS Agreement.

Effective August 1, 2020—To be determined per Article 34 of the NMUPS Agreement.

Effective August 1, 2021—To be determined per Article 34 of the NMUPS Agreement.

Effective August 1, 2022—To be determined per Article 34 of the NMUPS Agreement.

(c) **NO CHANGE**

(d) **NO CHANGE**

(e) **NO CHANGE**

## **SECTION 2. TRUST REQUIREMENTS**

**NO CHANGE**

### **ARTICLE ~~2019~~. HEALTH AND WELFARE LOCALS 2 AND 190**

#### **SECTION 1. ELIGIBILITY CONTRIBUTION**

(a) Effective August 1, ~~2018~~<sup>22</sup> the Employer shall pay into a fund established for the purpose of administration of certain benefits known as the Montana Teamsters Employers Trust, UPS Benefits, or its successor, the sum of ~~one thousand~~ one thousand ~~three~~ five hundred ~~ninety-four~~ twenty-one dollars ~~(\$1,394.00)~~ (\$1521.00) per month for each employee who has received compensation for eighty (80) hours or more in the preceding month. The payments will become effective on the first day of August, ~~2013~~<sup>23</sup> for July, ~~2013~~<sup>23</sup> hours worked and shall continue to be made by the Employer into said fund, without cost to the employee, and shall be made on behalf of any employee who has met the above eligibility requirements. Should the premium, on the coverage described herein, increase during the life of this Agreement, including retiree coverage, the Employer shall pay such increases in order to maintain the level of benefits provided.

(b) **NO CHANGE**

#### **SECTION 2. PAYMENTS DURING LEAVES FOR ILLNESS OR INJURY**

If an employee is absent because of illness or off-the-job injury and notified the Employer of such absence, the Employer shall continue to make the required contributions for the month in which such absence occurs. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than ~~six (6) months~~ one (1) year beginning with the first month after contribution for active employment ceases.

#### **SECTION 3. PAYMENTS DURING OTHER LEAVES**

**NO CHANGE**

#### **SECTION 4. TRUST REQUIREMENTS**

**NO CHANGE**

#### **SECTION 5. MTET UPS RETIREES SUBSIDY FUND**

(a) **NO CHANGE**

(b) Contributions shall be paid by the Company to the Montana Teamsters 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 2,080 hours per calendar year) in amounts to be determined each year in accordance with this section.

Contributions to the UPS Retirees Subsidy Fund will be reallocated as determined by the Joint Council 3 Union Negotiating Committee and as provided for in Article 34 of the National Master UPS Agreement. Any health and welfare contributions not required by the Trustees of the Montana Teamsters Employers Trust to be utilized for maintenance of benefits under Article 34 of the National Master and Section 3 above, shall be allocated to the UPS Retirees Subsidy Fund as determined by the Joint Council 3 Union Negotiating Committee. The Joint Council 3 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's total increase in cost cannot exceed the amount available in Article 34. 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.

**ARTICLE ~~21~~20. HEALTH AND WELFARE  
LOCALS 222 AND 983**

**SECTION 1. CONTRIBUTIONS**

(a) Effective August 1, 201~~8~~22 the Employer agrees to pay ~~\$1,859.86~~ \$2016.53 per month to the Utah-Idaho Teamster Security Fund for each employee covered by this Agreement who was on the payroll of the Employer at any time during the prior month.

(b) The contribution rate of ~~\$1,859.86~~ \$2016.53 includes the UPS Retirees Health Plan effective April 1, 1990. The UPS retirees reserve shall be funded in part by a contribution in the amount not less than \$7.54 for each covered employee.

**SECTION 2. MAINTENANCE OF BENEFITS** **NO CHANGE**

**SECTION 3. REQUIREMENTS FOR CONTRIBUTIONS** **NO CHANGE**

**SECTION 4. HEALTH AND WELFARE & VISION CARE ELIGIBILITY**  
**NO CHANGE**

**SECTION 5. DENTAL CARE ELIGIBILITY** **NO CHANGE**

**SECTION 6. TRUSTEES AUTHORITY TO ACT** **NO CHANGE**

**SECTION 7. ON-THE-JOB INJURY**

If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contribution shall not be paid for a period of more than ~~six (6) months~~ one (1) year beginning with the first month after contribution for active employment ceases.

**SECTION 8. ACCEPTANCE OF TRUST** **NO CHANGE**

**SECTION 9. DEFINITION OF REGULAR FULL-TIME EMPLOYEES  
FOR CLASSIFICATIONS OTHER THAN PACKAGE CAR DRIVERS:**  
**NO CHANGE**

**SECTION 10. DEFINITION OF REGULAR FULL-TIME EMPLOYEES  
WORKING IN THE CLASSIFICATION OF PACKAGE CAR  
DRIVER AND ARTICLE ~~22.4~~**  
**NO CHANGE**

**ARTICLE ~~22~~21. SAVINGS** **NO CHANGE**

**ARTICLE ~~23~~22. LEGAL SERVICES TRUST FUND** **NO CHANGE**

**ARTICLE ~~24~~23. COST OF LIVING** **NO CHANGE**

## **ARTICLE ~~25~~24. CLASSIFICATION - WAGES**

### **SECTION 1. FULL-TIME WAGE INCREASES**

All full-time employees who have attained seniority as of August 1, 2023 will receive the general wage increases in accordance with Article 41 of the National Master UPS Agreement.

### **SECTION 2. LOCAL 222 & 983 – FULL-TIME EMPLOYEES RETIREES HEALTH & WELFARE WAGE ALLOCATION**

All full-time employees in the jurisdiction of Teamsters Local 222 and 983 elected to allocate wages to fund the benefits of the Health and Welfare Plan For Retirees of United Parcel Service through the Utah-Idaho Teamsters Security Fund.

Currently, one dollar and twenty-five cents (\$1.25) per hour is deducted from the hourly wage of all full-time employees on all compensable hours to fund this benefit.

### **SECTION 3. PACKAGE CAR DRIVERS**

#### **TOP RATE:**

Effective Dates:	8-1-23	8-1-24	8-1-25	8-1-26	8-1-27
	+\$2.75	+\$0.75	+\$0.75	+\$1.00	+\$2.25
TOP RATE	\$44.23	\$44.98	\$45.73	\$46.73	\$48.98

### **PROGRESSION – EMPLOYEES ENTERED INTO PROGRESSION PRIOR TO AUGUST 1, 2023:**

Refer to Article 41 of the National Master UPS Agreement.

### **PROGRESSION – EMPLOYEES ENTERED INTO PROGRESSION AFTER AUGUST 1, 2023:**

Refer to Article 41 of the National Master UPS Agreement.

Employees who operate a UPS on-road vehicle, non-feeder requiring a CDL license or with a trailer in tow, shall receive ten cents (\$.10) per hour in addition to their regular hourly rate for all hours worked or eighty cents (\$.80) per day, whichever is greater.

**Seasonal Rates:** Employees hired during the seasonal period shall ~~receive the rate of \$7.25 per hour.~~ be paid no less than the State minimum wage.

### **SECTION 4. TRACTOR-TRAILER DRIVERS - HOURLY**

#### **TOP RATE:**

Effective Dates:	8-1-23	8-1-24	8-1-25	8-1-26	8-1-27
	+\$2.75	+\$0.75	+\$0.75	+\$1.00	+\$2.25
TOP RATE	\$44.33	\$45.08	\$45.83	\$46.83	\$49.08

**PROGRESSION – EMPLOYEES ENTERED INTO PROGRESSION  
PRIOR TO AUGUST 1, 2023:**

Refer to Article 41 of the National Master UPS Agreement.

**PROGRESSION – EMPLOYEES ENTERED INTO PROGRESSION  
AFTER AUGUST 1, 2023:**

Refer to Article 41 of the National UPS Agreement.

**Triples Pay NO CHANGE**

**Seasonal Rates:** Employees hired during the seasonal period shall ~~receive the rate of \$11.00 per hour.~~ be paid no less than the State minimum wage.

**SECTION 5. TRACTOR-TRAILER DRIVERS - MILEAGE**

Mileage drivers refer to Article 43 of the National Master UPS Agreement.

**SECTION 6. MECHANICS**

**TOP RATE:**

Effective Dates:	8-1-23	8-1-24	8-1-25	8-1-26	8-1-27
	+\$2.75	+\$0.75	+\$0.75	+\$1.00	+\$2.25
<b>TOP RATE</b>	<b>\$44.33</b>	<b>\$45.08</b>	<b>\$45.83</b>	<b>\$46.83</b>	<b>\$49.08</b>

**PROGRESSION – EMPLOYEES ENTERED INTO PROGRESSION  
PRIOR TO AUGUST 1, 2023:**

Refer to Article 41 of the National Master UPS Agreement.

**PROGRESSION – EMPLOYEES ENTERED INTO PROGRESSION  
AFTER AUGUST 1, 2023:**

Refer to ~~the~~ Article 41 of the National Master UPS Agreement.

**Tool Allowance**

~~The Employer shall reimburse the employee for the loss of required hand tools and/or tool boxes due to fire, theft or catastrophe on the Employer's premises, or while in the service of the Employer, provided that such loss is not caused by the employee's negligence. Claims will be honored only for tools and/or tool boxes which have been listed on an appropriate inventory form filed with the Employer. The employee will notify the Employer whenever the employee removes his/her their tools and/or tool boxes from the Employer's premises.~~

**SECTION 7. COMBINATION EMPLOYEES**

Full-time Combo/Air Driver refer to Article 40 of the National Master Agreement.

Other Full-time inside employees refer to Article 41 of the National Master UPS Agreement.

**SECTION 8. PAYROLL ERRORS**

Any claim of payroll error must be presented to the Employer within ninety (90) days from a payroll period for which the error is claimed. The Employer also has ninety (90) days from a

payroll period in which the Company claims an overpayment has been made to present the employee and Union a claim for such overpayment. Failure to meet the time limits mentioned above will result in the Employer, the Union, and employee agreeing that the payroll is correct. Any time limits on a money claim due to an alleged contract violation shall be in accordance with the applicable grievance provisions. Nothing in this section will prohibit the employee from pursuing payroll-related wage claims with the applicable city, state, or federal entity.

## ARTICLE 2625. LOCAL 2 & 190 AUTOMOTIVE MECHANICS

### SECTION 1. CALL BACKS

Any employee required to report back to work after more than a thirty (30) minute intermission after completing their day's work shall be paid time and one half (1 ½) for all time worked with a guarantee of four (4) hours pay per call back.

### SECTION 2. SENIORITY

When a reduction of workforce is necessary, the least senior employee in that classification will be the first employee laid off within that building. The last employee laid off as provided for above, will be the first employee rehired, provided that acceptance of the job must be received by the Company within forty-eight (48) hours after notice is sent to the employee.

Job vacancies in classifications covered by this Agreement will be posted for bid among mechanic employees within the facility they work. Rules for bidding shall be as follows:

1. Job vacancies will be posted including general job descriptions, hours of work and work week for seven (7) calendar days. Those desiring to fill said vacancies shall sign their names on the posted bulletin.
2. The vacancy shall be filled by the most senior bidder, provided the senior bidder can meet the same requirements as an outside hire and demonstrate their qualifications.

In the event of the opening of a new building with a mechanic shop where package cars leave an existing building and are assigned to be serviced in the new building, automotive mechanics covered by this Agreement shall be given the opportunity, in accordance with their Company seniority, to bid these newly created mechanic vacancies in the newly opened building.

### SECTION 3. TRANSFERS

Current mechanic employees at the facility will be given first consideration to fill job vacancies in accordance with the previous section. Next, the position would be bid within the facility to all employees that can meet the same requirements as an outside hire and can demonstrate their qualifications to perform the work. This awarding of the bid would be by Company seniority.

If the vacancy cannot be filled from within the facility, the Company would request the top seniority name off of the Master Mechanic Transfer list, maintained as one list by Locals 2

and 190 (combined list) and award the vacant position by Company seniority. This list will be provided to the District Labor Manager and Labor Manager who covers these locals during the first week of each quarter. A mechanic who transfers shall retain their Company seniority for the purpose of fringe benefits but shall be placed at the bottom of the seniority list for the purpose of layoff, rehire, bid and the selection of vacation. Should a relocation be required to accept the position, such costs will be paid by the relocating employee.

#### **SECTION 4. SPECIAL TOOLS**

All special and heavy duty tools such as torque wrenches, test equipment, hydraulic equipment, spray equipment, or pneumatic tools required by the Employer shall be furnished by the Employer. Each employee covered by the agreement shall be required to furnish a normal complement of hand tools, but this does not include expendable tools such as taps, drills, dies, hacksaw blades, cutting chisels, files and easy-outs.

#### **SECTION 5. TOOL INSURANCE**

The Employer shall reimburse the employee for the loss of required hand tools and/or tool boxes due to fire, theft, or catastrophe on the Employer's premises, or while in the service of the Employer, provided that such loss is not caused by the employee's negligence. Claims will be honored only for tools and/or tool boxes which have been listed on an appropriate inventory form filed with the Employer no less frequently than annually. The employee shall notify the Employer whenever the employee removes ~~his/her~~ their tools and/or tool boxes from the Employer's premises.

#### **SECTION 6. TOOL ALLOWANCE**

All mechanics shall receive an annual tool allowance of two hundred and fifty dollars (\$250.00) payable each year in the month of December.

#### **SECTION 7. UNIFORMS**

The Employer agrees that if any employee is required to wear any kind of uniform, as a condition of continued employment, such uniform shall be furnished and maintained by the Employer. The Employer agrees that if uniforms are unavailable for any reason other than employee neglect, the employees will be provided a suitable alternative until such time that uniforms are made available.

### **ARTICLE 26. DURATION**

This Agreement shall be in full force and effect from August 1, 2023 to and including July 31, 2028 and shall continue from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

In Witness Whereof, the parties hereto have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_ to be effective as of August 1, 2023, except as to those areas where it has been otherwise agreed between the parties.