

AGREEMENT SUPPLEMENT

Agreement for the period of August 1, 2018~~23~~ through July 31, 2023~~28~~

This agreement has been entered into between UNITED PARCEL SERVICE, INC., or its successors, hereinafter referred to as the Employer, and the below listed Local Unions of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter collectively referred to as the Unions

70, 87, 137, 150, ~~287~~, 315, 386, 431, 439, 533, 665, 853, 856, 890, ~~912~~, 948, 2785.

The Union consists of any Local Union which may become a party to this Agreement and any Addenda as hereinafter set forth. Such Local Unions are hereinafter designated as "Local Union".

ARTICLE 1 - UNION SECURITY

[No Change]

ARTICLE 2 - HIRING PROCEDURES

SECTION 4 – REFERRAL

For each person dispatched, the Local Hiring Hall/Union shall send to the Employer, with the person or by mail, a written referral slip. The Employer shall have the right to reject any job applicant referred by the Local Hiring Hall, provided that the Employer shall in no way discriminate against persons because of Union membership or activities.

ARTICLE 3 - SENIORITY AND LAYOFFS

SECTION 2 - APPLICATION OF SENIORITY

In the reduction of forces due to the slackness of work, the last employee hired shall be the first (1st) employee laid off, and in rehiring, the last employee laid off shall be the first (1st) employee rehired until the list of former employees is exhausted.

Seniority shall be considered broken by:

- (a) Discharge for just cause;
- (b) Resignation;

(c) Twenty-four (24) consecutive months of unemployment; thirty-six (36) consecutive months of unemployment for employees with three (3) or more years of service (consistent with Article 8.1); or

(d) Failure to comply with the seventy-two (72) hour recall notice as set forth in Section 4 of this Article.

Leaves of absence granted by the Employer, and temporary layoffs, shall not interrupt the continuity of seniority.

SECTION 4 - REHIRE PROCEDURE

Employees on the first (1st) day of any layoff shall report to the Local Hiring Hall not later than 7:30 a.m. the following morning and shall be dispatched to the Employer if the Employer requires additional help on that day. Failure of such employees to be dispatched to the Employer (if additional help is required) because said employees were not available at the Local Hiring Hall shall relieve the Employer of any liability for pay of those employees who do not work on that day, providing the Employer calls such employees in the order of their seniority.

Where the Local Union does not maintain a Hiring Hall, employees laid off for one (1) day shall report directly to the Employer by phone or in person within one and one half (1 1/2) hours of, but not later than thirty (30) minutes of the time their regular shift would begin for such work that might be available that day. Failure to so report shall relieve the Employer of any liability for pay for those employees who do not work that day, providing the Employer works such employees who so reported in the order of their seniority.

The Employer shall not lay off any employee under this Article unless the Employer has evidence that no work shall be available for such employees the following workday. Full-time employees laid off ~~in excess of five (5) consecutive working days~~, may, in the order of their seniority, elect to displace one (1) or two (2) part-time employees for the duration of the layoff, provided the employee has more Company seniority than the part-timer(s) involved. Rates of pay will be based on Company seniority and the classification of the work the employee performs. The above rates would also include GWI and COLA. For those employees who were classified as an RPCD on or prior to August 1st, 2023, and they shall be paid at their current driver rate of pay.

If a full-time employee displaces two (2) part-time employees, the driver shall receive overtime after eight (8) hours and shall receive fulltime benefits.

The practice of disallowing utility drivers to perform package car work while package car drivers are laid off will remain the same.

In the event of a lay off in excess of one (1) day, an employee so laid off shall be restored to regular duty according to seniority provided the employee reports to the call of the Employer, which shall be communicated to the employee at their last known address as filed with the Employer, by certified mail and to the Local Union by certified mail, and reports for duty within seventy-two (72) hours, exclusive of Saturdays, Sundays, or holidays, from the time of the dispatch of such

call. If the employee fails to respond as set forth above, the Employer shall advise the employee by certified mail, with a copy to the Local Union, that the employee's failure to report for duty has removed said employee from the seniority list, thus terminating employment with United Parcel Service. The giving of said call shall fulfill the obligation of the Employer under the provisions of this Agreement. All unanswered phone calls to laid-off employees shall be verified by a person designated by the Local Union whenever practical.

A committee named by the parties will establish more precise definitions under this Section to describe current practices and application thereof.

SECTION 8 - SENIORITY LIST

The Employer shall post and maintain a current seniority list at all times in a conspicuous place at each operating center. Said list shall be considered to be correct as posted unless a protest is registered with the Employer and the Union within thirty (30) days from date of posting. At the time of posting, a copy will be faxed, mailed or emailed to the Local Union. These lists will include a master full-time, feeder, package, and 22.3 list. -The Company will ~~provide a copy of these lists every six (6) months~~ **be responsible to post and provide an accurate seniority list every February 1st and August 1st of each year. Prior to posting the seniority list the Company and the Union will verify that the list is accurate.**

SECTION 10 - SENIORITY AND JOB ASSIGNMENTS

All positions shall be offered to full-time regular employees, in seniority order on the appropriate seniority list where the opening becomes available. The qualification and requirements for the opening shall be posted for five (5) working days, including the rate of pay. Employees shall receive the higher rate of pay during the qualifying period, which shall be no more than thirty (30) working days. Once having accepted a bid position, an employee may not request a change until such employee has remained in the position for a period of six (6) months, except to exercise seniority to qualify for a higher paid position. Bids for permanent openings will be allowed for cross bidding within the same classification and within the same building. Past practices shall prevail in each Local Union's jurisdiction for peak season openings. The Local Union will be provided copies of all bids and a list of the successful bid winner(s).

Unassigned drivers will be given an opportunity, by seniority, to be assigned to a bid route when that bid driver is unavailable for ~~more than~~ one (1) week. The driver accepting the route must stay on that route for the duration of the vacancy, but not to exceed thirty (30) days, unless requested. **Any route that is open for a single day, unassigned drivers shall be given an opportunity, by seniority to be assigned to the open route.**

In those areas where superior conditions prevail, those conditions will remain in effect.

The Company will maintain a list in each center of each package car route number and its respective drivers, and also identify the training routes.

Employees on approved leave shall not be deprived of their seniority selection rights.

The successful selector shall be assigned within five (5) days of the completion of the selection process.

A driver on a leave of absence, vacation, disability, etc., shall not be deprived the opportunity to exercise his/her seniority, provided, however, bids must be submitted within the defined bidding period. The company will notify the above-defined drivers of any openings in a timely manner, so as to allow interested drivers an opportunity to bid. Drivers on leave that have no interest in bidding new openings should notify the Company.

SECTION 12 - PACKAGE CAR VACANCIES

(a) A package car delivery area permanently vacated or a newly established delivery area, excluding those extra delivery areas established during the peak season, shall be posted and bid in accordance with the posting and bidding procedures set forth in Article 31, Section 2.

When a package route becomes vacant, the company will post the vacant route for bid within five (5) business days and the route will be awarded within five (5) business days upon completion of the bidding process.

(b) Provided, however, when a driver's delivery area is split to the extent of creating an additional new delivery area the affected driver shall be allowed to select either of these areas prior to posting the other area for bid. The number of package car vacancies to bid resulting from the original opening shall be in accordance with local past practice.

When a driver's assigned delivery area is permanently changed by fifty percent (50%) or more of its delivery stops, said driver shall have the right to follow the major portion of the original delivery area. When more than one (1) driver's delivery area is affected, those affected drivers shall be afforded the opportunity amongst themselves to bid the areas affected in accordance with their seniority.

(c) Bids shall include geographical descriptions (delivery unit numbers) and whether the area is a designated training area. **The screenshot of the dispatch area will be included on the bid.**

(d) Training Areas: In order to provide for more favorable training for new employees, the Company shall designate certain areas in each center to be used as training areas. Once designated, these areas shall not be changed until discussed with the Local involved. These areas shall be subject to the job bidding procedure. Employees who presently hold bid areas will not have their bid changed as a result of this provision.

Employees who bid training areas will be removed from those areas when it becomes necessary to train on these areas.

01-15	PACKAGE CAR DRIVERS - 1 TRAINING AREA
16-30	PACKAGE CAR DRIVERS - 2 TRAINING AREAS
31-45	PACKAGE CAR DRIVERS - 3 TRAINING AREAS
46-60	PACKAGE CAR DRIVERS - 4 TRAINING AREAS
61 or More	PACKAGE CAR DRIVERS – 5 TRAINING AREAS

It is the intention of the parties that part-time employees who accept full-time package car positions will remain on a given training route for the duration of the training period.

Upon agreement between the Local Union and the Company, additional areas may be designated as training areas on a temporary basis. Such agreement shall be in writing.

ARTICLE 4 - DISCHARGE OR SUSPENSION

[No Change]

ARTICLE 5 - DISCRIMINATION

[No Change]

ARTICLE 6 - PROTECTION OF RIGHTS

[No Change]

ARTICLE 7 - GRIEVANCE PROCEDURE

SECTION 2 – TEAMSTERS/UNITED PARCEL SERVICE LABOR MANAGEMENT COMMITTEE

(a) There shall be a Teamsters/United Parcel Service Labor-Management Committee composed of three (3) representatives of the Union and there shall be three (3) representatives of the Employer. None of these representatives shall be involved in the dispute.

The Committee shall formulate such rules of procedure as it may deem advisable and such rules of procedure will be made known to all parties under this Agreement.

Regular meetings of the Committee shall be held on the agreed upon day of each month to pass upon matters referred to it. If no cases are on the agenda, meetings may be canceled. If grievances develop which require more immediate action, the Committee may meet on any other date which may be agreed upon. The Committee shall be obligated to remain in session until the agenda is completed.

If the Employer fails to appear at the designated time and place of the hearing, such failure shall result in default decision against the Employer for cases which are on the agenda for that date. Default decisions against the Union involved shall likewise apply if a representative of the Union involved fails to appear.

A majority decision of the Committee shall be final and binding upon the parties. Any discharge or suspension case deadlocked by this Committee may be submitted to an impartial arbitrator by either the Employer or the Union. All other deadlocked cases shall be referred to a Western Region-UPS Committee as outlined in Section 2(b). **All grievances that only cite National Master Agreement provisions that cannot be resolved at the UPS Labor Management Committee shall be referred directly to the National Grievance Committee. All other cases that are deadlocked by the UPS Labor Management Committee will be referred to the WRT-UPS Labor Management Committee.**

If any grievance is deadlocked at the WRT-UPS Labor Management Committee, and there is a disagreement between the Co-Chairs as to where a deadlocked language case will proceed under this grievance machinery, this dispute may be submitted by either party for resolution to the Chairs of the National Grievance Committee or their designees.

(b) The Western Region-UPS Committee shall be composed of three (3) representatives of the Union one (1) of whom shall be appointed by the Western Region Director, one (1) of whom shall be the negotiating Committee Chair~~man~~ for the appropriate contract grievance, and one (1) shall be appointed by the Union Chair~~man~~, and three (3) representatives of the Employer, one (1) of whom shall be the Regional Labor Relations Manager, or his designee, and the other two (2) representatives designated by the Employer. Issues resolved at this level shall be final and binding. Any case deadlocked by the Committee will be referred to an International Teamster-UPS Committee composed of the President of the International Brotherhood of Teamsters and the Vice President of Labor Relations of UPS, or their designees. Issues resolved at this level shall be final and binding.

Any case deadlocked by this Committee may be submitted to arbitration by either the Employer or the Union.

(c) If either the Company or the Union alleges that there has been a violation of a prior UPS Labor-Management Committee or the WRT-UPS Labor Management Committee panel decision, the complaining party shall have the right to bring their complaint to the Co-Chair of the Nor Cal Committee and the Corporate Labor Relations VP. If no resolution is obtained, the complaining party may appeal the dispute to the Co-Chairs of the National Grievance Committee for discussion. If the National Co-Chairs cannot resolve the dispute the grievance may then be processed through the grievance procedure as outlined in the provisions of this Article.

SECTION 4 - HANDLING OF DISCHARGES OR SUSPENSIONS

Any case pertaining to a discharge or suspension shall be handled as follows:

(a) In discharge or suspension cases, the Company shall not proceed with any interrogation unless the employee being interrogated is provided with Union representation from his/her Local Union unless specifically waived by the employee, in writing, with a copy to the Union.

(b) In all cases, except theft, intoxication, use, sale, or possession of illegal narcotics and gross insubordination, each having occurred on the job, an employee to be discharged shall be allowed to remain on the job, without loss of pay, unless and until the discharge is sustained under the grievance procedure. In suspension cases, the employee shall be allowed to remain on the job, without loss of pay, unless and until the suspension is sustained under the grievance procedure.

Notwithstanding the above, an employee who tests positive as a result of a DOT periodic test (in accordance with the National Master United Parcel Service Agreement for controlled substances) shall be offered an unpaid leave of absence for a drug rehabilitation program. If the employee refuses to participate in a drug rehabilitation program or fails to complete it satisfactorily, he/she shall be subject to disciplinary action. An employee shall have the right to return to work after satisfactorily completing the drug rehabilitation and aftercare program under the same guidelines as described.

(c) Within five (5) days of the occurrence of the alleged cause for discharge or suspension, the Employer shall give written notice by certified mail to the employee and to the Local Union of its decision to discharge or suspend the employee and such notice shall set forth the reason or reasons for the discharge or suspension. If the Employer fails to give such written notice within the specified five (5) day period, the right to discharge or suspend for that particular reason shall be waived. But this shall not preclude the Employer from introducing as evidence, should a subsequent discharge or suspension occur, any reason or reasons to substantiate unsatisfactory work performance arising out of circumstances which occurred during the nine (9) month period immediately preceding the date of discharge or suspension notice. However, in order for any such reason to be introduced by the Employer, the Employer must have given specific written notice by certified mail to the employee and to the Local Union of the circumstances giving rise to such reason within ten (10) days of the occurrences of the circumstances. Such written notice may not be submitted for consideration by the Labor-Management Committee except in cases in which the Employer has given the employee a notice of discharge or suspension and such notice shall not be subject to economic action by either the Union or the Employer. If the Local Union does not file with the joint secretaries of the Committee a written protest of the Employer's action within five (5) days, excluding Saturdays, Sundays and holidays from the time of receipt of the Employer's notice, the right to protest such discharge or suspension shall be waived.

(d) Should the Local Union file protest of the intended discharge or suspension within the time period set forth in subsection (c), then the case shall automatically be placed on the agenda of the Committee described in Section 2 above. Discharge and suspension cases referred to the Committee will be placed first (1st) on the agenda of the Committee provided that the Committee shall not hear the case until the five (5) days specified in subsection (c) have elapsed. **Off-roll discharge cases may be added to the current month's agenda.**

(e) If the Committee reaches a deadlock, ~~either party may submit~~ the matter **shall be heard by the scheduled to an** impartial arbitrator for final decision. The selection of the arbitrator for a decision in discharge or suspension cases shall be made **pursuant to Section 5 (a) below, immediately upon such deadlock,** and the arbitrator so selected shall hear the case **within forty-five (45) calendar days, in** not more than ~~ten (10) days, excluding Saturdays, Sundays, and~~

~~holidays, one hundred and thirty-five (135) calendar days,~~ from the date of the deadlock and render his/her decision in not more than ten (10) calendar days from date of hearing of the case; ~~excluding Saturdays, Sundays and holidays.~~ The method of selection of the arbitrator shall be made as provided in Section 5.

SECTION 5 - SELECTION OF AN IMPARTIAL ARBITRATOR

(a) In discharge cases only (both merits or points of order), the case shall be heard by the scheduled impartial arbitrator, pursuant Section 4 (e) above, the month following the deadlock.

By August 1st of each year, the Co-Chairs shall strike Arbitrators from the list of Arbitrators in Section 5 of this Article, until the Arbitrators are selected; those Arbitrators shall be scheduled for the following year. The Co-Chairs will jointly schedule one (1) Arbitrator for each month, at an agreed date to hear any case deadlocked pursuant Section 4 (e) above. The Arbitrators will be scheduled based upon their availability. If there are no deadlocked cases to hear the Arbitrator may be cancelled by mutual agreement of the Co-Chairs.

(b) On all other cases, ~~T~~he parties shall choose an impartial arbitrator and the decision of the impartial arbitrator shall be final and binding on both parties. Said impartial arbitrator shall be selected from an agreed upon list mutually selected by the parties.

The Arbitrators mutually agreed to are:

1. Ames, Claude	6. Prihar, Guy
2. Thompson, Katherine	7. Winograd, Barry
3. Brogen, Margaret	8. Hayford, Stephan
4. Durick, Michael	9. Brustein, Mark
5. Kagel, John	

<u>1. Monica Colondres</u>	<u>6. Eric Lindaur</u>
<u>2. Catherine Fisk</u>	<u>7. Yuval Miller</u>
<u>3. Stephan Hayford</u>	<u>8. Mark Pearce</u>
<u>4. Nancy Hutt</u>	<u>9. Paul Roose</u>
<u>5. John LaRocco</u>	<u>10. Joel Schaffer</u>

If any of the above becomes unavailable, the replacement shall be mutually agreed on within forty-five (45) days of knowledge.

After a toss of a coin to decide which party shall move first, the representative of the Employer and the representative of the Union shall alternately strike one (1) name from the list until one (1) name remains and such person shall be the arbitrator for the case. The last name stricken shall be the alternate arbitrator to serve in the event the first (1st) arbitrator is not available. This procedure

shall be followed until there is an available arbitrator. It is understood that the time limits referred above may be waived by mutual agreement of the parties.

ARTICLE 8 - LEAVE OF ABSENCE

SECTION 1 - APPROVED LEAVE

Any employee desiring a leave of absence shall secure written permission from both the Local Union and the Employer. Except as otherwise provided in this Article, the maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Written permission for such extended periods shall be secured from both the Union and the Employer. The first (1st) approved leave of absence plus approved extended leaves of absence shall not exceed a maximum time period of twelve (12) months. During an approved leave of absence, the employee shall not engage in gainful employment in the same industry. Leaves of ten (10) days or less do not require Union approval. Disputes concerning request for leaves of absence are subject to the grievance procedure.

Any employee who is unable to work because of sickness or injury shall be deemed to be on leave of absence. Such leave will not exceed three (3) years unless extended by written consent of the Union and the Employer. **The Union and the Company agree that requests to extend beyond three (3) years shall be limited to employees on workers' compensation leaves whose workers' compensation process has been delayed for reasons beyond the employee's control. Any employee requesting such an extension must do so in writing, prior to the end of the three (3) years, providing an explanation and the length of the extension requested. The Company shall consider the circumstances of the request in good faith prior to deciding whether to approve or deny the extension request. The Company shall not unreasonably deny a request.** In the absence of such consent, a request for extension of ~~such~~ leave **under this provision** -shall be subject to dispute procedure.

A leave of absence, as provided, shall not result in the loss of seniority rights. An employee shall be granted unpaid time off in emergency situations involving illness or accident of a member of the employee's immediate family up to fifteen (15) days.

ARTICLE 9 - PIGGY BACK

[No Change]

ARTICLE 10 - STEWARDS

[No Change]

ARTICLE 11 - OPERATING REQUIREMENTS

[No Change]

ARTICLE 12 - GENERAL PROVISIONS

SECTION 4 - MAINTENANCE OF SANITARY FACILITIES

The Employer shall maintain hot and cold running water and toilet facilities at the operating center and shall keep the same in a clean and orderly condition in accordance with state laws and regulations. Employees under this Agreement shall not be utilized to accomplish such maintenance. **In facilities with ice machines and/or freezers, the Company will maintain and ensure they are in good repair. In instances where an ice machine is not in working order due to repair or damage, upon notification the Company shall provide ice in the months of April through October until the unit is repaired.**

SECTION 5 - TELEPHONE CALLS AND BRIDGE TOLLS

All employees shall be reimbursed for money spent for telephone calls and bridge tolls involving Company business. Particulars of all such expenditures must be itemized and paid daily by cashier or other authorized office employee. **Employee's emergency approved expense reimbursement may be submitted weekly and will not be unreasonably delayed if properly submitted. Not to replace the normal monthly expense such as lodging, layover, or meals.**

SECTION 6 - TIME CLOCKS

The Employer shall install time clocks. Such time clocks must be kept accurate. Employees shall punch in on such time clocks when they report to work and shall punch out when all work is completed. The Employer shall not alter an employee's time card in any manner without clearing the alteration with the employee. Upon request, an employee may inspect the record of his/her time for the previous day's work. An employee will be allowed to view the operation report for the current pay period for the purpose of checking his/her hours worked. The Employer agrees to provide forms for the employee to record his/her daily starting and ending times. The Company agrees to audit, on a regular basis, to ensure the availability of time clocks in all operations at the same locations as any other device used to record employees work time. **In instances where a time clock is not available due to repair or damage, upon notification the Company shall immediately either repair or replace the unit.**

In accordance with Article 12 of the NMUPSA an employee's hours worked and rate of pay shall be available for review electronically by the affected employee on a Company maintained website. **Upon request an employee shall be allowed access to a computer to check and verify their hours on the Company maintained website.**

All time clocks shall be converted so as to record time in hundredths.

ARTICLE 13 - NEW METHODS

If new methods of operation, including airborne equipment within the Geographical Area covered by this Agreement not covered by this Agreement are introduced by the Employer, or if the

Employer introduces the use of equipment not heretofore used, the matter shall be subject to negotiations between the parties and shall be handled through the grievance procedure contained in this Agreement prior to the institution of such new methods of operation or equipment insofar as possible. Nothing in this Article shall prevent the Employer from instituting or continuing in use the operations of any equipment or practices in question during the consideration or establishment of proper rates of pay as provided for in the immediately preceding sentence, provided that the rates of pay shall be retroactive to the date of institution of such operations or equipment.

A seven (7) day workweek for Air Freight only, with the right of the Union to review on a yearly basis and to negate this provision, if in the Union's opinion, invalidation of this provision is necessary. This provision shall apply only to those employees who bid into or are hired into such work after May 1, 1982.

A ~~thirty-five~~forty-five cent (~~35¢~~ 45¢) per hour premium will be paid to all employees who are scheduled on a workweek other than Monday through Friday.

If a need is apparent, the negotiating committee will meet to negotiate conditions of expanded operations.

All other provisions of the Agreement shall apply in respect to wages, hours and working conditions.

ARTICLE 14 - LEASING EQUIPMENT

[No Change]

ARTICLE 15 - TRANSFER OF COMPANY, TITLE OR INTEREST

[No Change]

ARTICLE 16 - HEALTH & WELFARE AND PENSION DELINQUENCIES

[No Change]

ARTICLE 17 - ENTIRE AGREEMENT

[No Change]

ARTICLE 18 - CASUALS AND EXTRA HELPERS

[No Change]

ARTICLE 19 - EMERGENCY REOPENING

[No Change]

ARTICLE 20 - TERM OF AGREEMENT

This Agreement shall become effective August 1, -2018~~23~~ and shall continue in full force and effect to and including July 31,-2023~~28~~, and shall be considered as renewed from year to year thereafter unless either party hereto shall give written notice to the other of its desire to modify or

terminate the Agreement, and such notice must be given a least sixty (60) days prior to the expirations of this Agreement

ARTICLE 21 - JOB CLASSIFICATION AND RATE OF PAY

SECTION 1

Job classifications and straight time hourly rates of pay are as follows:

	<u>8/1/23</u>	<u>8/1/24</u>	<u>8/1/25</u>	<u>8/1/26</u>	<u>8/1/27</u>
Package Driver	\$37.19	\$37.94	\$38.74	\$39.64	\$40.64
Delivery Center Positioner	\$37.11	\$37.86	\$38.66	\$39.56	\$40.56
Automotive Service	\$36.66	\$37.41	\$38.21	\$39.11	\$40.11
Center Clerks	\$36.18	\$36.93	\$37.73	\$38.63	\$39.63
Forklift Drivers	\$37.19	\$37.94	\$38.74	\$39.64	\$40.64
Air Shuttle Drivers	\$37.19	\$37.94	\$38.74	\$39.64	\$40.64
Tractor Drivers and Hostlers:					
(Including Casuals)					
Single	\$37.36	\$38.11	\$38.91	\$39.81	\$40.81
Double Headers	\$37.54	\$38.29	\$39.09	\$39.99	\$40.99
LCV 2-40's or Triples	\$38.19	\$38.94	\$39.74	\$40.64	\$41.64
(Long Combination Vehicles)					
Package Driver	\$44.54	\$45.29	\$46.04	\$47.04	\$49.29
Delivery Center Positioner	\$44.46	\$45.21	\$45.96	\$46.96	\$49.21
Automotive Service	\$44.01	\$44.76	\$45.51	\$46.51	\$48.76
Center Clerks	\$43.53	\$44.28	\$45.03	\$46.03	\$48.28
Forklift Drivers	\$44.54	\$45.29	\$46.04	\$47.04	\$49.29
Air Shuttle Drivers	\$44.54	\$45.29	\$46.04	\$47.04	\$49.29
Tractor Drivers and Hostlers:					
(Including Casuals)					
Single	\$44.71	\$45.46	\$46.21	\$47.21	\$49.46
Double Headers	\$44.89	\$45.64	\$46.39	\$47.39	\$49.64
LCV 2-40's or Triples	\$45.54	\$46.29	\$47.04	\$48.04	\$50.29
(Long Combination Vehicles)					

All full-time employees who have attained seniority as of August 1, 2023~~18~~ shall receive the following general wage increases:

Effective Date	Amount
August 1, <u>2023</u> 18	\$2.75 <u>.70</u>
August 1, <u>2024</u> 19	\$0.75 <u>.75</u>

August 1, 2025 ²⁰	\$0.75 ^{.80}
August 1, 2026 ²¹	\$1.00 ^{.90}
August 1, 2027 ²²	\$2.25 ^{1.00}

Full-time employees still in progression on the effective date of this Agreement shall receive the above contractual increases and will be paid no less than what they are entitled to in accordance with Article 41, Section 2 of the ~~2023~~¹⁸-~~2028~~²³ Master Agreement.

Article 22.3 Positions (inside/inside) see Article 41.3 of the National Master Agreement.

~~Article 22.4 Positions (drivers-driver hub) see Article 41.4 of the National Master Agreement.~~

(Inside/Air Driving) see Article 40.6 and 41.3 of the National Master Agreement.

~~(All above rates reflect a 12¢ per hour COLA increase given in 2011)~~

(All above top rates reflect a 12¢ per hour COLA increase given in 2011, 33¢ COLA increase given in 2021, and 82¢ COLA given in 2022)

Full-time Employees Hired During Seasonal Period (November 1 through January 15) 75% of start rate.

Any employee who is assigned to deliver packages other than from a package car (i.e. bicycles, golf carts, etc.), including delivering out of another location, will be paid at their appropriate package rate of pay.

	2018 ²³	2024 ¹⁹	2025 ²⁰	2026 ²¹	2027 ²²
Inside Peak					
Season Helper	\$15.80	\$15.80	\$15.80	\$15.80	\$15.80
Off the Street Peak					
Season Helper	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Inside Peak					
Season Helper	\$16.80	\$17.80	\$18.80	\$19.80	\$20.80
Off the Street Peak					
Season Helper	<u>Wages specified in the Peak Season LOU</u>				

Class “C” drivers pulling pup trailers or scat trailers with a package car shall be paid thirty (\$.30) cents per hour in addition to their normal rate of pay for the entire day.

Vans (Bobtails): All drivers who operate large vans (bobtails) will have an additional ten (\$.10) cents per hour added to their existing wage rate when working in this classification.

SECTION 2

(a)- The wage progression for employees entering a regular package car driving or other full-time job (other than feeder, an air driver or a job covered by Article 41, Section ~~2~~ **3 or 5** of the 2023~~18~~-2028~~23~~ Master Agreement) position after August 1, 2023~~18~~ shall be as follows:

Start	\$ 21.00
Twelve (12) months	\$ 23.00
Twenty-four (24) months	\$ 24.00
Thirty-six (36) months	\$28.75
Forty-eight (48) months	(Top Rate)
<u>Start</u>	<u>\$23.00</u>
<u>Twelve (12) months</u>	<u>\$24.00</u>
<u>Twenty-four (24) months</u>	<u>\$25.00</u>
<u>Thirty-six (36) months</u>	<u>\$30.75</u>
<u>Forty-eight (48) months</u>	<u>(Top Rate)</u>

Employees in the Article 41 Section 2 (c) of the National Master Agreement in progression in the prior Agreement as of the date of ratification shall be slotted into the new progression above.

Part-time employees on the payroll as of July 31, 2023~~18~~, who are subsequently promoted to full-time employment under this progression, will be red circled until such time as the calculated progression rate exceeds that rate. The transfer date will become his/her full-time start date for purposes of applying the above progression.

When a part-time employee bids to a full-time classification under this progression where the top rate of the full-time classification is less than his/her current rate, the employee shall be placed at the top rate of the new classification immediately.

~~b. Full time wages for Article 22.4 Jobs (In accordance with Article 41 Section 4)~~

~~Part-time employees whose rates are higher than those set forth below who bid into a full-time 22.4 job covered by this Section shall be paid their current inside wage rate plus the general wage increases.~~

~~Employees in the Article 41 Section 4 of the National Master Agreement in progression of the prior Agreement as of the date of ratification shall be slotted into the new progression above.~~

~~Other part-time employees who bid into a full-time 22.4 job covered by this Section will be red circled at their current wage rate until such time as the calculated progression rate set forth below exceeds that rate. The transfer date will become his/her full-time start date for purposes of applying the progression set forth below. A part-time employee shall not lose the red circle protection provided by this paragraph as a result of transferring from one full-time inside job to another full-time inside job.~~

Start	\$20.50
Twelve (12) months	\$21.25
Twenty-Four (24) months	\$22.75
Thirty-Six (36) months	\$25.00
Forty-Eight (48) months	Top Rate

~~The top rate shall be \$30.64 plus the general wage increases provided in Article 41, Section 1 of the National Master Agreement.~~

~~Full-time employees who bid into a full-time 22.4 job covered by this Section will be paid in accordance with their full-time seniority date.~~ Full-time employees with four (4) or more years of full-time seniority who bid into a full-time inside job will be paid the top current rate of the classification.

~~(b)e.~~ No employee shall be required to complete a full-time progression more than one time even if he or she transfers between full-time jobs except as set forth in this paragraph. The sole exception is when an employee is awarded a package car job and has not previously held a job which includes driving duties. In such event, the employee will have a break-in rate equal to the employee's current wage rate until six (6) months from the date the employee entered the job. The employee will then go to the prevailing top rate. A part-time air driver who has completed the Article 40 progression, bids a full-time inside job and then a driver job within two (2) years shall have the same break-in period.

Part-time employees on the payroll as of July 31, 2023~~18~~ who subsequently are promoted to full-time employment under this paragraph will be red circled until such time as the calculated progression rate exceeds that rate.

If a part-time employee bids to a full-time position and the top rate of the classification is less than his/her current rate, the employee shall be placed at the top rate of the new classification immediately.

Notwithstanding Article 41 of the National Master United Parcel Service Agreement, the Company recognizes the past practice in Nor Cal that there is no progression for full-time or part-time employees who successfully qualify in a tractor trailer/feeder classification, and the pick-up or delivery of ground packages (Utility work) initiates full-time progression for a part-time employee.

Full-time Inside Wages - See Article 41, Section 3 of the National Master Agreement

ARTICLE 22 - HOURS OF WORK

SECTION 1 - WORKDAY / WORKWEEK-FEEDER DRIVERS

(a) The regular workweek for full-time employees shall be five (5) eight (8) hour days. Tractor drivers doing feeder work (line haul) shall continue on a five consecutive ~~work-day~~ workday week, Monday through Saturday, with the exception of a Sunday through Thursday workweek for only those buildings that operate a Sunday sort. Those feeder drivers on a Sunday through Thursday workweek will solely work in conjunction with the operating needs of a Sunday sort and must be domiciled at the facility.

(b) Feeder drivers on a Monday through Friday workweek may be required to have an established start time as early as 9 p.m. the preceding Sunday at straight time pay, if either their domicile has a Sunday sort or if they are assigned to recover packages from a building that has a Sunday sort.

(c) Feeder drivers on a normal Monday through Friday workweek who are required to start prior to 12:01 a.m. Sunday will receive Sunday premium for all hours worked.

(d) Prior to implementing a four (4) day, ten (10) hour work week on newly established feeder runs, the Employer shall meet jointly with the ~~Local Union~~ Nor Cal Committee to negotiate the terms under which a four (4) day, ten (10) hour work week may be implemented. ~~subject to ratification of the affected feeder drivers.~~

SECTION 2 - PACKAGE CAR DRIVERS

(a) The regular scheduled workday shall consist of eight (8) consecutive hours, with an established start time excluding a non-paid meal period of either one half (1/2) or one (1) hour. The regular scheduled work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday or Tuesday through Saturday, subject to the provisions of (b) below.

(b) It is agreed that no ~~employee~~ RPCD with a seniority date prior to August 1, ~~2008~~ 2019 will be forced onto a Tuesday through Saturday workweek unless otherwise mutually agreed to or unless the employee bids such workweek in accordance with the bidding procedures set forth in Article 22, Section 2, (a).

(c) 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 to work later than their scheduled starting time should 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 starting time.

(d) Prior to the introduction of an alternative work week, the Employer shall meet jointly with the Nor Cal Committee to negotiate and agree to the terms.

(e) The company will staff operations appropriately. In no event will a timecard be altered from pay guarantee to pay actual without clearing the alteration with the employee.

SECTION 3 - OVERTIME

The overtime rate shall be one and one half (1 1/2) times the regular straight time rate. However, the rate of double (2) time shall be paid for all work performed on Sundays. The overtime rate shall be paid for all hours worked:

- (a) Before the employee's regular starting time or after the employee's regular quitting time;
- (b) In excess of eight (8) hours in any workday;
- (c) In excess of forty (40) straight time hours in any work week;
- (d) For all hours worked on a sixth (6th) day of the scheduled work week;
- (e) Double time (2 times) for all hours worked on a seventh (7th) day of the scheduled work week.
- (f) Weekend work, holidays, and special sorts, Article 22.3 employees are eligible to work based on building seniority and qualifications with the eight (8) hour shift guarantee waived if there is not eight (8) hours of work. Daily extra work, and double shifting will be subject to building seniority and qualifications.

The Employer agrees that extra overtime in a classification (over-time that is not part of the employee's daily assignment) shall be offered to the senior employee in that classification on the seniority list who is available for the assignment. This shall be confined to the original assignment and one (1) further move by seniority.

All 9.5 protections and violations of said protections, will fall under Article 37 Section 1 ~~and Article 22 Section 4~~ of the National Master Agreement.

ARTICLE 23 - SICK LEAVE

[No Change]

ARTICLE 24 – HOLIDAYS

The following holidays shall be observed

New Year's Day	Thanksgiving Day
<u>Martin Luther King Jr. Day</u>	Day after Thanksgiving
Memorial Day	Christmas Day
Employee's Birthday	December 31st
Day after employee's birthday	Two (2) Floating holidays
Fourth of July	(By mutual agreement between
Labor Day	the Employer and the employee)

Employees qualifying for holiday pay shall receive eight (8) hours straight time pay even though no work is performed, regardless of the day of the week on which the holiday may fall. If any one of the above-mentioned paid holidays falls on Sunday, the following Monday shall be observed as a holiday. On a Sunday through Thursday workweek a holiday that falls on Saturday shall be celebrated on the following ~~work day~~ workday. If any two (2) of the above-mentioned holidays fall on the same day, one of them shall be celebrated either the day before or the day after by mutual agreement between the employee and the Employer.

An employee who is called out to work on any of the above holidays shall be paid a minimum of eight (8) hours at one and one half (1 1/2) times the straight time hourly rate in addition to the holiday pay referred to above.

An employee may choose any day of his/her preference for his/her floating holidays by giving the Employer at least ten (10) calendar days written notice prior to the day chosen.

The Company shall grant the employee the day of his/her choice, provided that no more than five percent (5%) of each center, hub shifts, or feeder be granted the same requested day, and in such event, seniority will be the governing factor.

Floating holidays will be taken between August 1st and July 31st (except December) of each year. Floating holidays not taken within this time frame will be so assigned by the Company in the following three (3) months.

Any seniority employee who reports for work and is put to work thirteen (13) days, in any calendar month, shall be entitled to any paid holiday which occurs during that month. Paid holidays, paid vacation, paid sick leave, paid jury duty and paid funeral leave shall be counted as days worked for the purpose of this Section. Any non-seniority employee who is put to work thirteen (13) days in any calendar month, shall be entitled to any paid holiday which occurs during that month, except for seasonal employees during the seasonal period, provided that such employee is on active status on the date of said holiday.

Alternative Workweeks (excluding Monday-Friday or Sunday-Thursday)

If any one of the abovementioned paid holidays falls on the day before a negotiated workweek, the employee shall have the option of rescheduling the holiday as a floating holiday to be taken after the original holiday date. The rescheduling will be done in advance by mutual agreement between the employee and the Employer.

ARTICLE 25 – VACATIONS

SECTION 1

(a) Employees hired or promoted prior to August 1, 2023, shall continue to earn their vacation pursuant to this section. Employees with one (1) year of service and less than three (3) years of service with the Employer shall receive two (2) weeks (10 working days) of vacation with pay each year. Employees with three (3) years of service shall receive three (3) weeks (15 working

days) of vacation with pay each year. Any employee who has ten (10) years of service or more, regardless of his/her anniversary date, shall receive four (4) weeks (20 working days) of vacation with pay each year. Any employee who has twenty (20) years of service or more shall receive five (5) weeks (25 working days) vacation with pay each year. Any employee who has twenty five (25) years of service or more shall receive six (6) weeks (30 working days) vacation with pay each year. Any employee who has thirty (30) years of service or more shall receive seven (7) weeks (35 working days) vacation with pay each year.

Any employee laid off before the completion of one (1) year or during the first three (3) years of employment shall receive prorated vacation due on the basis of .833 of a day for each month of employment.

After three (3) years of employment and up to ten (10) years of employment prorated vacation shall be granted on the basis of one and one quarter (1 1/4) days for each month of employment.

After ten (10) years of employment, prorated vacation shall be granted on the basis of one and two thirds (1 2/3) days for each month of employment.

After twenty (20) years of employment, prorated vacations shall be granted on the basis of two (2) days and two thirds (2/3) of one (1) hour for each month of employment.

After twenty-five (25) years of employment, prorated vacations shall be granted on the basis of two and one half (2 1/2) days for each month of employment.

After thirty (30) years of employment prorated vacations shall be granted on the basis of 2.91667 days for each month of employment.

Any employee who reports to work and is put to work thirteen (13) days in a calendar month shall be entitled to vacation credit for that month. Paid holidays, paid vacation, paid sick leave, paid jury duty and paid funeral leave shall be counted as days worked for the purpose of this Section.

Seniority is to be considered in the choice of vacation periods. In arranging vacations, due consideration shall be given to the Employer so that his business will not be crippled or seriously affected by reason of too many employees seeking vacation at the same time.

(b) Seniority part-time employees promoted to full-time and seniority employees hired on or after August 1st, 2023, shall accrue vacation the month they are hired/promoted and will continue to accrue up to December 31st of the current year. They shall receive their 1st vacation entitlement on a prorated basis on the 1st day of January following their seniority/hire date. These employees will continue to receive their prorated accrued vacation on January 1st of each year thereafter.

On January 1st following the employee's full-time seniority date they shall receive their first prorated vacation based on the month of their first day worked through the end of the calendar year, for each month (January – December) that the employee was worked or paid

at least 13 days, (in accordance with Article 8.2 and 25.1 NCSA). The first January shall be considered for vacation purpose only as vacation year one (1).

The employee will continue to accrue vacation from January – December each year thereafter based on their date of hire, pursuant to the schedule below:

Employees on their first (1st) vacation year and prior to their third (3rd) vacation year shall receive up to two (2) weeks (10 working days) of vacation with pay each January 1. On an employee's third (3rd) vacation year and prior to their tenth (10th) vacation year, they shall receive up to three (3) weeks (15 working days) of vacation with pay each January 1. On an employee's tenth (10th) vacation year and prior to their twentieth (20th) vacation year, they shall receive up to four (4) weeks (20 working days) of vacation with pay each January 1. On an employee's twentieth (20th) vacation year and prior to their twenty-fifth (25th) vacation year, they shall receive up to five (5) weeks (25 working days) vacation with pay each January 1. On an employee's twenty-fifth (25th) vacation year and prior to their thirtieth (30th) vacation year, they shall receive up to six (6) weeks (30 working days) vacation with pay each January 1. On and after an employee's thirtieth (30th) vacation year, they shall receive up to seven (7) weeks (35 working days) vacation with pay each year.

From an employee's date of hire and through their second (2nd) vacation year prorated vacation shall be granted on the basis of .833 of a day for each month of the calendar year.

Upon reaching their third (3rd) vacation year prorated vacation shall be granted on the basis of one and one quarter (1 1/4) days for each month of the calendar year.

Upon reaching their tenth (10th) vacation year prorated vacation shall be granted on the basis of one and two thirds (1 2/3) days for each month of the calendar year.

Upon reaching their twentieth (20th) vacation year prorated vacations shall be granted on the basis of two (2) days and two-thirds (2/3) of one (1) hour -for each month of the calendar year.

Upon reaching their twenty-fifth (25th) vacation year prorated vacations shall be granted on the basis of two and one half (2 1/2) days for each month of the calendar year.

Upon reaching their thirtieth (30th) vacation year prorated vacations shall be granted on the basis of 2.91667 days for each month of the calendar year.

Any employee who reports to work and is put to work thirteen (13) days in a calendar month shall be entitled to vacation credit for that month. Paid holidays, paid vacation, paid sick leave, paid jury duty and paid funeral leave shall be counted as days worked for the purpose of this Section.

Seniority is to be considered in the choice of vacation periods. In arranging vacations, due consideration shall be given to the Employer so that his business will not be crippled or seriously affected by reason of too many employees seeking vacation at the same time.

SECTION 2

All accrued vacation pay for the amount of vacation time to be taken is to be paid to the employee one (1) day before the employee's last shift worked by separate check. No employee shall be shorted his/her vacation pay for all vacations properly selected during the annual March selection. If there is a dispute regarding vacation pay, the Company will issue the disputed pay until such time that the Company provides proof of all other vacation payments for that current year. If the records prove that the employee has been overpaid the vacation pay, the Company may deduct this overpayment by deducting an equal amount of vacation from next year's accrual. It is agreed that for each week of paid vacation, the employee shall receive an additional five (5) hours pay at the straight time hourly rate.

The employer may not go back more than the previous vacation scheduling period ~~from the day the error is discovered~~ to correct any over payments of vacation.

SECTION 3

Vacation periods are not to be arbitrarily assigned to employees during the months of January through March unless mutually agreed upon. Based on seniority, vacation periods will be assigned at the employee's choice during the months of April through Thanksgiving week, and during the week between Christmas and New Year's Day.

It is the understanding of the parties that from the third full week of January through the first three weeks of November, employees shall be allowed to select vacation at 100% of the normal vacation selection ratio. During Thanksgiving week and the week after Christmas through the second full week of January, that number shall be reduced to 75%.

The employees who select Thanksgiving week as a vacation week shall normally have the prior Thursday and Friday off. When the staffing permits, the Company shall allow employees to take the Monday and Tuesday off in the week immediately after the holiday week. These days, (if any) will be offered by seniority.

The total amount of accrued vacation weeks for the period of April 1st to Thanksgiving week will be subtracted by employees taking vacations from January 1st to March 31st and that figure divided by thirty-five (35) weeks will be the number of employees allowed to take vacations in the same week for the balance of the vacation period. Any fraction of a whole number shall be rounded up to the next highest number.

Whenever possible and when desired by employees, they may stagger or spread their vacation period throughout the year. **However, Except for an employee who in vacation year one (1) per Section 1 (B) above who earns less than two (2) full weeks of vacation, in no case shall any portion of vacation be less than one (1) week. A new employee who in vacation year one (1) has earned less than two (2) full weeks of vacation shall be allowed to schedule the vacation days in excess of a full week as individual vacation days.**

SECTION 7

The vacation list shall be posted not later than March 1st of each year. For choice of vacations, once a vacation selection list is posted, one (1) week is allowed for the first twenty-five percent (25%) on the seniority list to select, then one (1) week will be allowed for the second twenty-five percent (25%) to select then one (1) week shall be allowed for the third twenty-five percent (25%) to select, then one (1) week shall be allowed for the fourth and final twenty-five percent (25%) on the seniority list to select. Those not signing up in the correct week shall lose their choice of vacation and must take what is left.

Vacation selection shall occur during March.

Employees will select their vacations on the form approved by the Teamsters/United Parcel Service Labor Management Committee. The vacation selection forms, and the vacation calendar will be provided to the operations by the Labor Department.

Once completed the vacation schedule shall be posted on the bulletin board.

The Union will be sent a copy of the vacation selection list and a copy of each employee's completed vacation selection form when requested within five (5) days.

ARTICLE 26 - HEALTH AND WELFARE

The existing Health and Welfare Plans contained in the Local Rider agreements attached hereto shall be continued during the life of this Agreement. The present level of benefits under the Health and Welfare Plans shall be maintained during the life of this Agreement. Any increase in premium necessary to maintain the present level of benefits during the life of this Agreement shall be borne by the Employer.

A total of ~~\$0.501.00~~ per hour has been negotiated for Health and Welfare and Pension contributions for each year of the contract. If maintenance of benefits for Health and Welfare increases are less than ~~\$0.501.00~~ per hour, the remainder will be allocated for pension contributions on August 1st of each contractual year.

8/1/ 2318	\$0.501.00 per hour Health and Welfare increase to be determined by plan.
8/1/ 2419	\$0.501.00 per hour Health and Welfare increase to be determined by plan.
8/1/ 2520	\$0.501.00 per hour Health and Welfare increase to be determined by plan.
8/1/ 2621	\$0.501.00 per hour Health and Welfare increase to be determined by plan.
8/1/ 2722	\$0.501.00 per hour Health and Welfare increase to be determined by plan.

In the event the Health and Welfare plans increase is over ~~\$0.501.00~~ per hour in a contractual year, maintenance of benefits will cover all increases over ~~\$0.501.00~~ per hour and there will be no

pension increases for the affected contractual year. (Pension rates will vary depending on Health and Welfare costs which may be different in each plan.)

The Employer shall post on the bulletin board in each center a copy of the reporting forms sent to the Administrators of the Security Funds.

It is further understood where any individual health and welfare trust listed in any of the local Rider Agreements which are part of this Agreement provides for uniform contributions by all Employers which may exceed the above contributions, the Employer agrees to make such required uniform contributions to such individual trust commencing on the date such additional contributions may be due.

Any questions regarding your health and welfare, please contact your Local Union.

ARTICLE 27 - PENSIONS

[See Addendum 4, 6 and MOU]

ARTICLE 28 - LEGAL SERVICES TRUST FUND

[No Change]

ARTICLE 29 - MISCELLANEOUS PROVISIONS

SECTION 9 - SHIFT DIFFERENTIAL

A shift differential of ~~thirty-five~~ forty-five cents (~~35~~45¢) per hour shall be paid to all employees whose straight time shifts extend beyond 6:00 p.m., or starts before 7:00 a.m.

Shift differential shall be included in the computing of overtime and in the payment of holidays, vacation, sick leave, jury duty and funeral leave.

A ~~thirty-five~~ forty-five cents (~~35~~45¢) per hour premium will be paid to all employees who are scheduled on a workweek other than Monday through Friday.

ARTICLE 30 - SEPARABILITY AND SAVINGS CLAUSE

[No Change]

ARTICLE 31 - FEEDER DRIVERS

SECTION 1 - WORK JURISDICTION

The Employer agrees to respect the jurisdiction rules of the Union party to this Agreement. A joint committee appointed by the parties of this Agreement shall meet and act on all matters concerning work jurisdiction. If no agreement is reached the matter shall be processed through the grievance procedure.

The Union recognizes the Employer is in direct competition with the United States Parcel Post. In order to meet that competition and thereby protect, and if possible, increase the number of bargaining unit jobs. It is agreed the Employer may:

(a) Use substitute means of transportation (such as aircraft, ships or rail T.O.F.C.) in the movement of parcels; provided, however, in the event any run operation existing as of August 1, ~~2008~~2018 is transferred to any one of the substitute means of transportation, the driver affected who is on the payroll as of August 1, ~~2008~~2018 shall continue to receive the rate of pay in effect for the particular run or operation; provided, further, in the event a job of equal pay becomes available, said driver must accept the available job or relinquish the rate of pay.

(b) Drop empty trailers at location designated by its customers for customer loading when the loading process is of a delayed nature and extends over a period of time in excess of six (6) hours. The business needs of the Company may require an exception to the six (6) hour rule and such exception will be reviewed with the Local Union as to the reasons why, such as loss of volume or other valid reason. Any disputes over the six (6) hour language shall be subject to the grievance procedure. It is understood all movements of these trailers shall be performed by members of the bargaining unit. It is agreed no tractor driver will be displaced as a result of this type operation. In order to eliminate non-productive time, it is agreed feeder drivers' duties shall include loading or unloading, or assisting in loading or unloading, the equipment the feeder driver brings into or will take out of an operating center or hub.

The Employer and the Union agree the work of shuttling trailers or pulling trailers that originate within a Local Union's jurisdiction (except in the operation of a driver bringing in a unit and taking out another unit) is the work of the particular operating center or hub in which the work originates. It is agreed, however, when the normal complement of drivers assigned to this work within a center or hub have assignments and are not available, drivers from other Local Unions who have pulled equipment into the particular hub or operating center may be utilized to perform this work. Any controversy relative to the operation or duties of feeder drivers as set forth above shall be disposed of by the Committee as set forth in the first (1st) paragraph of this Article.

SECTION 6 - FEEDER WORK RULES

1. United Parcel Service shall maintain an adequate number of utility drivers in each center so that qualified feeder drivers in package will be available to relieve on feeder jobs for vacations, absenteeism, etc.

2. United Parcel Service shall qualify and maintain a number of qualified feeder drivers in the package operations equal to thirty-eight percent (38%) ~~33 1/3%~~ of the number of full-time regular feeder jobs as a minimum. The purpose of the bench is to cover the number of full-time regular feeder jobs and extra schedules. The bench requirement for Feeder boards with Sleeper Teams, shall be thirty-eight percent (38%), and both the A and the B bid drivers each shall count as a job in the bench calculation.

3. Qualified feeder drivers who are returned to package because of lack of work in feeders shall be returned to the original center where hired, within the Local Union's jurisdiction to maintain productivity. **Any reassigned qualified feeder driver requesting to be package qualified, shall be trained to be package qualified at the earliest opportunity. The reassigned qualified feeder driver must meet all qualifications to drive in package, up to and including an introductory training class (i.e. Integrad or any successor program). No new package drivers will start training while there are reassigned qualified feeder drivers needing to be trained. Training will not be unreasonably delayed. Any qualified feeder driver reassigned to a hub or package that fails to report to their assigned shift will not be eligible for feeder work on that day.**

4. The procedure to become a qualified feeder driver shall be as follows:

When additional feeder drivers are needed, United Parcel Service shall post a specific number of available jobs for all package drivers (and other full-time employees where applicable). Those who are interested in becoming feeder drivers shall sign up for training. The number of employees to be qualified shall be taken from said list in seniority order for training. Once this bid is completed and additional feeder drivers are needed, the process will start over with a new bid. Once notified, the employee will have fifteen (15) calendar days to get the required permit. Training is to be completed within sixty (60) calendar days from the date the employee provides the required documentation. Those qualifying after training shall be placed at the bottom of the list of qualified feeder drivers. However, they shall be integrated in seniority order on the list of qualified feeder drivers at the time of the annual bid. **All feeder qualified drivers trained after August 1, 2023, shall be forced onto any vacant sleeper team or local work by inverse seniority order to cover the run.**

5. Once a feeder driver is qualified he/she will be responsible for remaining qualified unless mutually agreed upon between the Employer and the Local Union. In the absence of mutual agreement on removal from the feeder list such request after being denied shall be subject to the grievance procedure of the agreement.

6. Whenever a job is eliminated the driver whose job is eliminated shall have the right to bump anyone below him in seniority. That driver, in turn shall have the same right. This bumping process shall continue until all bumping by seniority is completed. If any job is eliminated for thirty (30) days the above procedures shall apply. However, if the job is recreated during the period the driver affected shall be returned to the original job.

7. In the event that single work becomes doubles work for that day and the company has prior knowledge, it shall be offered to the highest affected senior driver at that particular start time.

8. Qualified feeder drivers who do not bid full-time feeder jobs or because of seniority are unable to secure a full-time job in feeder shall be assigned in seniority order on the relief list. All relief positions shall be bid by the relief feeder drivers off the relief feeder list in seniority order. On weekly bids, all relief drivers shall be required to bid feeder jobs if there is a like number of feeder jobs available. On weeks where there are surplus relief feeder drivers, seniority will determine which drivers can refuse to bid feeder jobs and be assigned to package driving for that week. While in package, if unplanned feeder jobs develop, they will be filled by seniority. To select a preferred

available job each relief driver shall contact the feeder department no later than 12:00 midnight on Tuesday prior to the Monday for which the job becomes effective.

If unplanned feeder jobs develop for one (1) week prior to the posting of the starting schedule, these jobs will be filled by seniority from the remainder of the relief feeder list.

Senior relief feeder drivers with early Monday a.m. start times who are required to work a late p.m. shift on the last working day of the week, will be given consideration to have a junior relief feeder driver cover that late p.m. shift providing they are available.

9. Effective with the signing of this agreement all former letters of agreement conflicting with these rules shall be null and void.

SECTION 7 - AIR CONDITIONING

All tractor trailer equipment utilized in feeder-line operations ordered ~~after May 1, 1979~~ shall be equipped with air conditioning, subject to the following conditions:

(a) Feeder equipment first acquired with air conditioning shall be assigned to runs where climatic conditions indicate the need.

(b) Such assignments, where disagreements exist, shall be subject to review by the North Cal Supplemental Negotiating Committee, and when climatic conditions exist, the parties will sit down and work out the necessary equipment adjustment. Air conditioners will be maintained in proper working condition. If a feeder air conditioner is inoperative the driver shall notify an appropriate supervisor and the air conditioner shall be repaired as soon as practicable, but in no event later than the next time the equipment is placed in a shop for PMI or other scheduled maintenance work, provided replacement parts are available. In the event parts are not available the Company will order the needed parts and complete the repairs after receiving such parts. Any realistic alternative to using the equipment with an inoperative air conditioner will be given first priority.

SECTION 8 - INTERPRETATION OF BREAKDOWN AND IMPASSABLE HIGHWAYS

In any instance of breakdown or impassable highway, which prevents an employee from proceeding to his/her destination (or if instructed, from returning to the point of departure) the employee shall be paid the applicable hourly wage for all time the employee is required to remain with the equipment and until such time as the employee arrives at a place of lodging, with overtime payments if appropriate but in no event less than the daily guarantee the employee was otherwise entitled to.

Once an employee arrives at a place of lodging, the employee shall be considered as released from duty without pay in accordance with DOT Hours-Of-Service regulations ~~for the next ten (10) hours~~ (or any portion thereof) and shall thereafter be paid the daily guarantee for the first eight (8) or ten (10) hours applicable (or portion thereof) out of each succeeding twenty-four (24) hour period until such time as he/she is able to resume his/her trip.

Actual hours necessary to complete the trip upon leaving the place of lodging shall be paid at the applicable hourly wage rate and all hours paid shall be considered in computing weekly overtime. The employee shall be reimbursed for all meals and lodging upon presentation of proper receipts.

ARTICLE 32 - UTILITY DRIVERS

[No Change]

ARTICLE 33 - SUPERVISORS WORKING

[No Change]

ARTICLE 34 – ADDENDA

There are attached hereto the following Addenda:

Addendum No. 1 - Specific terms applicable to Local 2785.

Addendum No. 2 - Specific terms applicable to Local 856.

Addendum No. 3 - Specific terms applicable to Locals 70, 87, 137, 150, ~~287~~, 315, 386, 431, 439, 533, 665, 853, 856, 890, ~~912~~, 948, and 2785.

Addendum No. 4 - Specific terms applicable to Locals 87, 137, 150, 386, 431, 439, 533 and 948.

Addendum No. 5 - Specific terms applicable to Local 150, 665 Automotive Jurisdiction Locals.

Addendum No. 6 - Specific terms applicable to Locals 70, ~~287~~ 315, 665, 853, 856, 890, ~~912~~, and 2785

The aforementioned Addenda shall be part of and included in the foregoing Supplemental Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, except to those areas where it has been otherwise agreed between the parties.

ADDENDUM NO.1

LOCAL 2785

(a) Job Classifications and Rates of Pay (Article 21)

(b) Tractor Drivers: Tractor drivers on the long line Schedule (S.F.- L.A.) are to be paid at the same rate as set forth in the Long Line and Turn-around Collective Bargaining Agreement between California Trucking Associations, Inc., and Highway Drivers' Council of California.

Where a driver is paid on the mileage scale, the hourly rate shall be paid for unloading and loading of freight and tire changes when such work is performed by the driver, in addition to the mileage rate.

When a driver is paid on the mileage basis and is required by the Employer to check and/or refuel the equipment, such driver shall be compensated for one half (1/2) hour at the regular hourly rate, in addition to the mileage rate of pay, for each tour of duty.

For all mileage drivers, holiday pay and vacation pay for each week of vacation shall be computed on the basis of number of miles driven on bid mileage run. Upon the written request of the employee, the company shall notify him in writing of the method of computing his vacation pay and holiday pay, including the number of miles paid for.

(c) **Starting time:** Starting times for drivers doing combination pickup and feeder work shall remain on a status quo basis.

Any scheduled shift other than the duty shifts, but including Central Drivers' and Central Helpers' shifts, shall be posted on the prior Friday of the week for which the shifts are to 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 worked equal to the number of hours called in to work after their scheduled starting time.

The Employer agrees that Central Drivers' and Central Helpers' shifts shall be posted on the prior Thursday for which the shifts are to be effective.

(d) ~~Extra Drivers and Helpers: Extra drivers and helpers may start work not later than 9:00 a.m., and~~ During the Christmas rush period between November 1st and January 15th, start times for off-the Street Peak Season Package Drivers will be between 9:00am – 12:00 noon. No peak season package driver shall start prior to an RPCD. inclusive.

(e) Starting time restrictions shall not be applicable to feeder operations.

(f) All regular drivers shall be offered not less than five (5) days of employment in any one (1) scheduled week. The Employer shall not be required to pay its regular drivers a full week's wages

if they are required to lay off regular drivers during any week period; provided, however, said layoff is occasioned as a result of a strike in the industry or said layoff is occasioned by other circumstances beyond the control of the Employer causing a disruption in the normal volume of business.

(g) Under the Terms of this Agreement, newly hired employees in San Francisco shall accumulate sick leave under the provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12F, but may only use such leave in accordance with the terms of the collective bargaining agreement. All other provisions of the San Francisco Paid Sick Leave Ordinance as presently written and/or amended during the life of this Agreement are either fulfilled or expressly waived.

ADDENDUM NO. 2

LOCAL 856

Scope of Agreement

[No Change]

Employment Agency Fees

[No Change]

Shift Differential

See Article 29, section 9

Transfers and Job Bidding:

For purposes of transfers and job bidding, the Local 856 members will be split on to East and West lists. Local 856 members assigned to buildings on the West side of the bay (San Francisco, San Bruno, Menlo Park, Sunnyvale, San Jose) shall only transfer to buildings on the West side of the bay and fall on the West list. Local 856 members assigned to buildings on the East side of the bay (Oakland, Oakland Airport, Southeast Bay, North Bay, San Ramon) shall only transfer to buildings on the East side of the bay and fall on the East list. This includes, but is not limited to, any new buildings that fall under Local 856 jurisdiction pursuant to Article 1 Section 1 of the NMA.

Moves within a District will be handled in the following manner:

(a) Jobs Posted For Bid:

Seniority employees desiring to move to another location within the district must submit a written request to their Manager and a copy to the Local Union. The request will be retained in the Personnel office.

All written requests must designate the exact building desired. The request must be signed, dated and filed in the Employer's Personnel department and with the Union prior to any job posting. Only written transfer requests on file prior to a job posting will be considered as bids for a job.

These letters must be updated yearly by the employee in order to remain active. Only the most current letter of transfer to one specific building from any one employee will be considered. These requests require legitimate reasons to be considered.

All permanent jobs not bid in any location will be awarded to the highest senior employee on the relief list. Relief Clerks shall not be allowed to bid permanent openings within their location.

(b) Layoffs of Over One Week Duration:

- 1) Laid off employees may elect to displace any junior employee in a bid job at another location (pursuant to the East and West split) in order to continue working providing however, that such employee is qualified to perform the work of the displaced employee. (Operational Clerks will be given the opportunity to qualify for all operational positions). If a laid off employee refuses work during the five (5) day period, they will not be eligible to displace another employee. The five (5) consecutive day chain will be considered broken.

Job Classification and Straight-Time Hourly Rates of Pay

All full-time seniority employees on the payroll as of July 31, 2018, including employees on the wage progression schedule, will receive the following general wage increase as follows:
All full-time employees who have attained seniority as of August 1, 2023 shall receive the following general wage increases:

Effective Date	Amount
August 1, 2023 18	\$2.75 .70
August 1, 2024 19	\$.75 .75
August 1, 2025 20	\$.75 .80
August 1, 2026 21	\$1.00 .90
August 1, 2027 22	\$2.25 1.00

Group 4
All Groups

Effective	8/1/2018	8/1/2019	8/1/2020	8/1/2021	8/1/2022
Start	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00
Twelve (12) Months	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00
Twenty-four (24) Months	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00
Thirty-six (36) Months	\$28.75	\$28.75	\$28.75	\$28.75	\$28.75
Forty-eight (48) Months	\$36.37	\$37.12	\$37.92	\$38.82	\$39.82

Effective	8/1/2023	8/1/2024	8/1/2025	8/1/2026	8/1/2027
Start	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00
Twelve (12) Months	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00
Twenty-four (24) Months	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Thirty-six (36) Months	\$30.75	\$30.75	\$30.75	\$30.75	\$30.75
Forty-eight (48) Months	\$43.72	\$44.47	\$45.22	\$46.22	\$48.47

(All above top rates reflect a 12¢ per hour COLA increase given in 2011)

(All above top rates reflect a 12¢ per hour COLA increase given in 2011, 33¢ COLA increase given in 2021, and 82¢ COLA given in 2022)

COLA (refer to National Master)

It is understood that if the training period is changed in the Supplemental Agreement that this change would be applicable to the operations groups listed above.

Rates of pay in this Addendum are applicable to all employees hired in the General Locals of the Agreement which are performing the classifications of work listed in this Addendum. Job descriptions for the above job classifications have been mutually agreed to by Local Union No. 856 and the Employer and are considered to be part of this Addendum No. 2.

Miscellaneous Provisions:

[No Change]

JOB DESCRIPTIONS

General Ledger Clerk

[No Change]

Payroll Clerk

[No Change]

Health and Safety/Human Resource Clerk

- Maintains and controls ~~HRISG-Shrmis, MyHR, QORTA/SAMBA~~ **for clerical tasks in relation to the job function.**
- Prepares safety reports and records
- Enters all appropriate information into electronic records system as necessary
- Performs other clerical duties as needed.

Data Key Entry Operator

- Key enters data into computer.
- Monitors activity ~~on CRS,~~ **across clerical programs.**
- Send, process and print various jobs.
- Monitor and process check printing operation.
- Performs other duties as needed.

Automotive Clerk

No Change

Data Processing Machine Operator

- Assigns, directs and checks the work of a group of data entry operators.
- Trains less experienced operators
- Assists in the scheduling of data entry jobs
- Monitors the activity and storing of information on Lan
- Monitors the flow of reports and information between Data Processing and other functions
- Responsible for reports and activities regarding ~~CRS~~ **E2DC, ERA,** and Feeders.
- Capable of handling data entry requirements
- Capable of handling the processing of data through various software programs

- Capable of changing JCL language when necessary
- Performs other duties as needed

OPERATIONS GROUP

Bad Address Clerk
[No Change]

Air Department Clerk
[No Change]

•

Center Clerk/Customer Counter Clerk

- Handles telephone inquiries about deliveries
 - Traces lost or damaged merchandise
 - Handles necessary receiving counter volume
 - Sorts and transmits outbound tracers and messages
 - Processes inbound inter district tracers and messages
 - Fills in time processing tracers and claims
 - Communicates with customers by telephone or written correspondence
 - Performs related duties as needed such as sorting and auditing pickup records
 - ·Customer Counter Point of Sale
 - ·Clerical Processing of Competitor Packages.
 - ·Performs other related Customer Counter functions as needed.

Supply Clerk
[No Change]

ALL DEPARTMENTS

Lead Clerk
[No Change]

ADDENDUM NO. 3

INCLUSIVE OF ALL LOCAL UNIONS IN JOINT COUNCIL 7

(a) Starting Time:

(1) Any scheduled shifts other than the day shifts shall be posted on the prior Friday of the week for which the shifts are to 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 for work 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 in to work after their scheduled starting time.

(2) ~~Extra Drivers and Helpers may start work not later than 9:00 a.m. d~~During the Christmas rush period between November 1st through January 15th, start times for off-the –Street Peak Season Package Drivers will be between 9:00am – 12:00 noon. No peak season package driver shall start prior to an RPCD.

(3) Starting time restrictions are not applicable to feeder operations.

(b) All regular drivers shall be offered not less than five (5) days of employment in any one (1) scheduled week. The Employer shall not be required to pay its regular drivers a full week's wages if they are required to layoff regular drivers during any week period; provided, however, said layoff is occasioned by other circumstances beyond the control of the Employer causing a disruption in the normal volume of business.

ADDENDUM NO. 4

LOCALS 87, 137, 150, 386, 431, 439, 533, 948

SECTION 1-PAYMENTS

Premiums and benefits in effect during the life of the ~~202318-202823~~ Agreement will be continued. The Employer shall pay into the Western Conference of Teamsters Pension Trust Fund for the account of each employee working under this Agreement, the applicable sum as listed below:

(a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20~~2217~~ - ~~\$1,776.63~~2437.02 per month
Effective August 1, 20~~2318~~ - To be Determined per Article 26 NCSA
Effective August 1, 20~~2419~~ - To be Determined per Article 26 NCSA
Effective August 1, 20~~2520~~ - To be Determined per Article 26 NCSA
Effective August 1, 20~~2621~~ - To be Determined per Article 26 NCSA
Effective August 1, 20~~2722~~ - To be Determined per Article 26 NCSA

(b) For each employee not covered under (a) above, the payment shall be computed at the rate of:

Effective August 1, 20~~2217~~ - ~~\$10.25~~14.06 per compensable hour
Effective August 1, 20~~2318~~ - To be Determined per Article 26 NCSA
Effective August 1, 20~~2419~~ - To be Determined per Article 26 NCSA
Effective August 1, 20~~2520~~ - To be Determined per Article 26 NCSA
Effective August 1, 20~~2621~~ - To be Determined per Article 26 NCSA
Effective August 1, 20~~2722~~ - To be Determined per Article 26 NCSA

For probationary employees hired on or after August 1st, 2013, the Employer shall pay an hourly contribution rate of ten cents (10¢), (including one cent (1¢) for PEER/80 for full-time employees) during the probationary period as defined in Article 3, Section 1, but in no case for a period longer than the first ninety (90) days from an employee's first date of hire. If and when this period is completed, the full standard contribution rate shall apply. Contributions shall be calculated on the same basis as described in this Article.

Effective January 1, 2008 the employer shall pay twenty five cents (25¢) per hour for all hours compensated including overtime hours, up to a maximum of 2080 hours per year for all fulltime Employees to the Northern California General Teamsters Security Fund (the Trust) in accordance with established remittance rules and practices. These monies are to be used to offset required retiree contribution amounts for retiree medical coverage. *(The monies for this twenty five cents were obtained as follows: Ten cents was obtained from negotiating the probationary break in rate in 2002. Fifteen cents was negotiated as new monies in 2007 to become effective 1/1/2008)*

(c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/80 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

Contribution	Basic	PEER/80	Total Contribution
August 1, 20 22 ¹⁷	\$8.80 <u>12.07</u>	\$1.45 <u>1.99</u>	\$10.25 <u>14.06</u>
August 1, 20 23 ¹⁸	To be Determined per Article 26 NCSA		
August 1, 20 24 ¹⁹	To be Determined per Article 26 NCSA		
August 1, 20 25 ²⁰	To be Determined per Article 26 NCSA		
August 1, 20 26 ²¹	To be Determined per Article 26 NCSA		
August 1, 20 27 ²²	To be Determined per Article 26 NCSA		

AUTOMOTIVE ADDENDUM NO. 5

(Applies to all Locals with Automotive Jurisdiction)

(a) Overtime and Workweek: [No Change]

(b) Leader: [No Change]

(c) Automotive Servicemen's duties may be the following (see attached Job Descriptions):
[No Change]

AUTOMOTIVE SERVICE RATES (CAR WASHER)

Refer to National Master, Article 4I, for wage increases.

Items 1 through 5:

8/1/18	8/1/19	8/1/20	8/1/21	8/1/22
\$36.66	\$37.41	\$38.21	\$39.11	\$40.11

Items 6, 7 and 8:

8/1/18	8/1/19	8/1/20	8/1/21	8/1/22
\$37.16	\$37.91	\$38.71	\$39.61	\$40.61

Items 1 through 5

<u>8/1/23</u>	<u>8/1/24</u>	<u>8/1/25</u>	<u>8/1/26</u>	<u>8/1/27</u>
<u>\$44.01</u>	<u>\$44.76</u>	<u>\$45.51</u>	<u>\$46.51</u>	<u>\$48.76</u>

Items 6, 7 and 8:

<u>8/1/23</u>	<u>8/1/24</u>	<u>8/1/25</u>	<u>8/1/26</u>	<u>8/1/27</u>
<u>\$44.51</u>	<u>\$45.26</u>	<u>\$46.01</u>	<u>\$47.01</u>	<u>\$49.26</u>

(All above top rates reflect a 12¢ per hour COLA increase given in 2011)

(All above top rates reflect a 12¢ per hour COLA increase given in 2011, 33¢ COLA increase given in 2021, and 82¢ COLA given in 2022)

JOB DESCRIPTIONS No Change

ADDENDUM NO. 6

LOCALS 70, ~~287~~ 315, 665, 853, 856, 890, ~~912~~ and 2785

SECTION 1-PAYMENTS

The first pension increase in 20~~23~~18 will be effective August 1, 20~~23~~18. The employer is obligated to pay ~~\$0.501.00~~ per hour for each employee each year of the contract for Health and Welfare and Pension. The Health and Welfare obligation is to be paid first, with the balance of the money going to pension. If the Health and Welfare costs increase and exceed ~~\$0.501.00~~ per hour for each employee of each year, then maintenance of benefits will apply with no additional increase to pension for that year.

The pension contributions in each Local Union will vary due to the diversion of new pension contributions to cover the cost of Retiree Health and Welfare benefits.

Premiums and benefits in effect during the life of the 20~~18~~13-20~~23~~18 Agreement will be continued.

The Employer shall pay into the Western Conference of Teamsters Pension Trust Fund for the account of each employee working under this Agreement, the applicable sum as listed below:

A.

1. LOCAL 70

(a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20~~22~~17 - ~~\$1915.30~~2790.61 per month
Effective August 1, 20~~23~~18 - TO BE DETERMINED
Effective August 1, 20~~24~~19 - TO BE DETERMINED
Effective August 1, 20~~25~~20 - TO BE DETERMINED
Effective August 1, 20~~26~~21 - TO BE DETERMINED
Effective August 1, 20~~27~~22 - TO BE DETERMINED

(b) For each employee not covered under (a) above, the payment shall be computed at the rate of:

Effective August 1, 20~~22~~17 - ~~\$11.05~~16.10 per compensable hour
Effective August 1, 20~~23~~18 - TO BE DETERMINED
Effective August 1, 20~~24~~19 - TO BE DETERMINED
Effective August 1, 20~~25~~20 - TO BE DETERMINED
Effective August 1, 20~~26~~21 - TO BE DETERMINED
Effective August 1, 20~~27~~22 - TO BE DETERMINED

(c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/80 under the Program for Enhanced

Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 20 22 <u>17</u>	\$9.49 <u>13.82</u>	\$1.56 <u>2.28</u>	\$ 11.05 <u>16.10</u>
August 1, 20 23 <u>18</u>	TO BE DETERMINED		
August 1, 20 24 <u>19</u>	TO BE DETERMINED		
August 1, 20 25 <u>20</u>	TO BE DETERMINED		
August 1, 20 26 <u>21</u>	TO BE DETERMINED		
August 1, 20 27 <u>22</u>	TO BE DETERMINED		

2. LOCAL 853 (old 287)

(a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20~~22~~17 - \$ ~~1839.03~~2194.36 per month
 Effective August 1, 20~~23~~18 - TO BE DETERMINED
 Effective August 1, 20~~24~~19 - TO BE DETERMINED
 Effective August 1, 20~~25~~20 - TO BE DETERMINED
 Effective August 1, 20~~26~~21 - TO BE DETERMINED
 Effective August 1, 20~~27~~22 - TO BE DETERMINED

(b) For each employee not covered under (a) above, the payment shall be computed at the rate of:

Effective August 1, 20~~22~~17 - \$~~10.61~~12.66 per compensable hour
 Effective August 1, 20~~23~~18 - TO BE DETERMINED
 Effective August 1, 20~~24~~19 - TO BE DETERMINED
 Effective August 1, 20~~25~~20 - TO BE DETERMINED
 Effective August 1, 20~~26~~21 - TO BE DETERMINED
 Effective August 1, 20~~27~~22 - TO BE DETERMINED

(c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/80 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 20 22 <u>17</u>	\$9.11 <u>10.87</u>	\$1.50 <u>1.79</u>	\$10.61 <u>12.66</u>
August 1, 20 23 <u>18</u>	TO BE DETERMINED		
August 1, 20 24 <u>19</u>	TO BE DETERMINED		

August 1, 20 25 <u>20</u>	TO BE DETERMINED
August 1, 20 26 <u>21</u>	TO BE DETERMINED
August 1, 20 27 <u>21</u>	TO BE DETERMINED

3. LOCAL-315

(a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20~~22~~17 - ~~\$1660.50~~\$147.56 per month
 Effective August 1, 20~~23~~18 - TO BE DETERMINED
 Effective August 1, 20~~24~~19 - TO BE DETERMINED
 Effective August 1, 20~~25~~20 - TO BE DETERMINED
 Effective August 1, 20~~26~~21 - TO BE DETERMINED
 Effective August 1, 20~~27~~22 - TO BE DETERMINED

(b) For each employee not covered under (a) above, the payment shall be computed at the rate of:

Effective August 1, 20~~22~~17 - ~~\$9.58~~\$12.39 per hour
 Effective August 1, 20~~23~~18 - TO BE DETERMINED
 Effective August 1, 20~~24~~19 - TO BE DETERMINED
 Effective August 1, 20~~25~~20 - TO BE DETERMINED
 Effective August 1, 20~~26~~21 - TO BE DETERMINED
 Effective August 1, 20~~27~~22 - TO BE DETERMINED

(c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/80 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 20 22 <u>17</u>	\$8.22 <u>\$10.64</u>	_____ <u>-\$1.36</u> <u>1.75</u>	_____ <u>\$9.58</u> <u>12.39</u>
August 1, 20 23 <u>18</u>	TO BE DETERMINED		
August 1, 20 24 <u>19</u>	TO BE DETERMINED		
August 1, 20 25 <u>20</u>	TO BE DETERMINED		
August 1, 20 26 <u>21</u>	TO BE DETERMINED		
August 1, 20 27 <u>22</u>	TO BE DETERMINED		

4. LOCAL 665 CAR WASH

(a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20~~22~~17 - ~~\$2001.96~~2523.68 per month
 Effective August 1, 20~~23~~18 - TO BE DETERMINED
 Effective August 1, 20~~24~~19 - TO BE DETERMINED
 Effective August 1, 20~~25~~20 - TO BE DETERMINED
 Effective August 1, 20~~26~~21 - TO BE DETERMINED
 Effective August 1, 20~~27~~22 - TO BE DETERMINED

(b) For each employee not covered under (a) above, the payment shall be computed at the rate of:

Effective August 1, 20~~22~~17 - ~~\$11.55~~14.56 per compensable hour
 Effective August 1, 20~~23~~18 - TO BE DETERMINED
 Effective August 1, 20~~24~~19 - TO BE DETERMINED
 Effective August 1, 20~~25~~20 - TO BE DETERMINED
 Effective August 1, 20~~26~~21 - TO BE DETERMINED
 Effective August 1, 20~~27~~22 - TO BE DETERMINED

(c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/80 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 20 22 <u>17</u>	\$9.91 <u>12.50</u>	\$1.64 <u>2.06</u>	<u>\$11.55</u> <u>14.56</u>
August 1, 20 23 <u>18</u>	TO BE DETERMINED		
August 1, 20 24 <u>19</u>	TO BE DETERMINED		
August 1, 20 25 <u>20</u>	TO BE DETERMINED		
August 1, 20 26 <u>21</u>	TO BE DETERMINED		
August 1, 20 27 <u>22</u>	TO BE DETERMINED		

5. LOCAL 665 (old 624)

(a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20~~22~~17 - ~~\$1057.70~~2407.03 per month
 Effective August 1, 20~~23~~18 - TO BE DETERMINED
 Effective August 1, 20~~24~~19 - TO BE DETERMINED
 Effective August 1, 20~~25~~20 - TO BE DETERMINED
 Effective August 1, 20~~26~~21 - TO BE DETERMINED
 Effective August 1, 20~~27~~22 - TO BE DETERMINED

(b) For each employee not covered under (a) above, the payment shall be computed at the rate of:

Effective August 1, 20~~22~~17 - ~~\$10.58~~13.887 per compensable hour

Effective August 1, 20~~23~~**18** - TO BE DETERMINED
 Effective August 1, 20~~24~~**19** - TO BE DETERMINED
 Effective August 1, 20~~25~~**20** - TO BE DETERMINED
 Effective August 1, 20~~26~~**21** - TO BE DETERMINED
 Effective August 1, 20~~27~~**22** - TO BE DETERMINED

(c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/80 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 20 22 17	\$9.08 11.917	\$1.50 1.97	\$10.58 13.887
August 1, 20 23 18	TO BE DETERMINED		
August 1, 20 24 19	TO BE DETERMINED		
August 1, 20 25 20	TO BE DETERMINED		
August 1, 20 26 21	TO BE DETERMINED		
August 1, 20 27 22	TO BE DETERMINED		

6. LOCAL 856

(a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20~~22~~**17** - ~~\$1657.03~~**1968.68** per month
 Effective August 1, 20~~23~~**18** - TO BE DETERMINED
 Effective August 1, 20~~24~~**19** - TO BE DETERMINED
 Effective August 1, 20~~25~~**20** - TO BE DETERMINED
 Effective August 1, 20~~26~~**21** - TO BE DETERMINED
 Effective August 1, 20~~27~~**22** - TO BE DETERMINED

(b) For each employee not covered under (a) above, the payment shall be computed at the rate of:

Effective August 1, 20~~22~~**17** - ~~\$9.56~~**11.358**-per compensable hour
 Effective August 1, 20~~23~~**18** - TO BE DETERMINED
 Effective August 1, 20~~24~~**19** - TO BE DETERMINED
 Effective August 1, 20~~25~~**20** - TO BE DETERMINED
 Effective August 1, 20~~26~~**21** - TO BE DETERMINED
 Effective August 1, 20~~27~~**22** - TO BE DETERMINED

(c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/80 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 20 <u>22</u> 17	\$8.21 <u>\$9.748</u>	\$1.35 <u>\$1.61</u>	\$9.56 <u>\$11.358</u>
August 1, 20 <u>23</u> 18	TO BE DETERMINED		
August 1, 20 <u>24</u> 19	TO BE DETERMINED		
August 1, 20 <u>25</u> 20	TO BE DETERMINED		
August 1, 20 <u>26</u> 21	TO BE DETERMINED		
August 1, 20 <u>27</u> 22	TO BE DETERMINED		

7. LOCAL 890

(a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 2022~~17~~ - ~~\$2001.96~~\$2523.68 per month
 Effective August 1, 2023~~18~~ - TO BE DETERMINED
 Effective August 1, 2024~~19~~ - TO BE DETERMINED
 Effective August 1, 2025~~20~~ - TO BE DETERMINED
 Effective August 1, 2026~~21~~ - TO BE DETERMINED
 Effective August 1, 2027~~22~~ - TO BE DETERMINED

(b) For each employee not covered under (a) above, the payment shall be computed at the rate of:

Effective August 1, 2022~~17~~ - ~~\$11.55~~\$14.56 per compensable hour
 Effective August 1, 2023~~18~~ - TO BE DETERMINED
 Effective August 1, 2024~~19~~ - TO BE DETERMINED
 Effective August 1, 2025~~20~~ - TO BE DETERMINED
 Effective August 1, 2026~~21~~ - TO BE DETERMINED
 Effective August 1, 2027~~22~~ - TO BE DETERMINED

(c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/80 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 20 22 <u>17</u>	\$9.91 <u>12.50</u>	\$1.64 <u>2.06</u>	\$11.55 <u>14.56</u>
August 1, 20 23 <u>18</u>	TO BE DETERMINED		
August 1, 20 24 <u>19</u>	TO BE DETERMINED		
August 1, 20 25 <u>20</u>	TO BE DETERMINED		
August 1, 20 26 <u>21</u>	TO BE DETERMINED		
August 1, 20 27 <u>22</u>	TO BE DETERMINED		

8. LOCAL 853 (old 912)

(a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20~~22~~17 - ~~\$1839.03~~2194.36 per month
 Effective August 1, 20~~23~~18 - TO BE DETERMINED
 Effective August 1, 20~~24~~19 - TO BE DETERMINED
 Effective August 1, 20~~25~~20 - TO BE DETERMINED
 Effective August 1, 20~~26~~21 - TO BE DETERMINED
 Effective August 1, 20~~27~~22 - TO BE DETERMINED

(b) For each employee not covered under (a) above, the payment shall be computed at the rate of:

Effective August 1, 20~~22~~17 - ~~\$10.61~~12.66 per compensable hour
 Effective August 1, 20~~23~~18 - TO BE DETERMINED
 Effective August 1, 20~~24~~19 - TO BE DETERMINED
 Effective August 1, 20~~25~~20 - TO BE DETERMINED
 Effective August 1, 20~~26~~21 - TO BE DETERMINED
 Effective August 1, 20~~27~~22 - TO BE DETERMINED

(c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/80 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 20 22 <u>17</u>	\$9.11 <u>10.87</u>	\$1.50 <u>1.79</u>	\$10.61 <u>12.66</u>
August 1, 20 23 <u>18</u>	TO BE DETERMINED		
August 1, 20 24 <u>19</u>	TO BE DETERMINED		
August 1, 20 25 <u>20</u>	TO BE DETERMINED		
August 1, 20 26 <u>21</u>	TO BE DETERMINED		
August 1, 20 27 <u>21</u>	TO BE DETERMINED		

9. LOCAL 2785

(a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20~~22~~17 - ~~\$2001.96~~\$2523.68 per month
Effective August 1, 20~~23~~18 - TO BE DETERMINED
Effective August 1, 20~~24~~19 - TO BE DETERMINED
Effective August 1, 20~~25~~20 - TO BE DETERMINED
Effective August 1, 20~~26~~21 - TO BE DETERMINED
Effective August 1, 20~~27~~22 - TO BE DETERMINED

(b) For each employee not covered under (a) above, the payment shall be computed at the rate of:

Effective August 1, 20~~22~~17 - ~~\$11.55~~\$14.56 per compensable hour
Effective August 1, 20~~23~~18 - TO BE DETERMINED
Effective August 1, 20~~24~~19 - TO BE DETERMINED
Effective August 1, 20~~25~~20 - TO BE DETERMINED
Effective August 1, 20~~26~~21 - TO BE DETERMINED
Effective August 1, 20~~27~~22 - TO BE DETERMINED

(c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/80 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/80	Total Contribution
August 1, 20 22 <u>17</u>	\$9.91 <u>\$12.50</u>	\$1.64 <u>\$2.06</u>	\$11.55 <u>\$14.56</u>
August 1, 20 18 <u>23</u>	TO BE DETERMINED		
August 1, 20 24 <u>19</u>	TO BE DETERMINED		
August 1, 20 25 <u>20</u>	TO BE DETERMINED		
August 1, 20 26 <u>21</u>	TO BE DETERMINED		
August 1, 20 27 <u>22</u>	TO BE DETERMINED		

B. LOCALS 70, ~~287~~, 315, 665, ~~853~~, 856, 890, ~~912~~, and 2785

(1) Probationary employees: For probationary employees hired on or after August 1st, 2013 the Employer shall pay an hourly contribution rate of ten cents (\$.10) (including \$0.01 for PEER/80 for full-time employees) during the probationary period as defined in Article 3, Section 1, but in no case for a period longer than the first ninety (90) days from an employee's first date of hire. If and when this period is completed, the full standard contribution rate shall apply. Contributions shall be calculated on the same basis as described in this Article.

C. Local 315

In accordance with the current practice, effective August 1, 2008, the Company shall pay into the respective Health and Welfare Trust Funds on behalf of the members of Local 315, the sum of twenty-four cents (24¢) per hour on all hours compensated including overtime hours, up to a maximum of 2080 hours per year for full-time employees for the express purpose of defraying the cost of Health and Welfare for retirees. (*This twenty four cents was negotiated in 2002.*)

D. Local 70

In accordance with the current practice, effective August 1, 2008, the Company shall pay into the Pacific Coast Benefits Trust (herein "Trust") on behalf of the members of Local 70, the sum of twenty-four cents (24¢) per hour on all hours compensated including overtime hours, up to a maximum of 2080 hours per year for full-time employees. (*This twenty four cents was negotiated in 2002.*)

E. Locals 70, ~~287, 665, 853, 890, 912,~~ and 2785

Effective January 1, 2008, UPS shall make contributions at the rate of fifteen cents (15¢) per compensable hour including overtime hours, up to a maximum of 2080 hours per year into the Pacific Coast Benefits Trust (herein "Trust") on behalf of all full-time employees. (*The monies for this fifteen cents was negotiated as new monies in 2007 to become effective 1/1/2008*)

F. Locals 315 and 665 (old 624)

Effective January 1, 2008, UPS shall make contributions at the rate of fifteen cents (15¢) per compensable hour including overtime hours, up to a maximum of 2080 hours per year into the respective Health and Welfare Trust Funds for the purpose of defraying the costs of retiree benefits. (*The monies for this fifteen cents was negotiated as new monies in 2007 to become effective 1/1/2008*)

G. Local 665 (old 624)

In accordance with the current practice, in addition to the contributions required for health and welfare coverage of active employees, the Employer shall contribute an additional forty cents (40¢) per compensable hour, including overtime hours, up to a maximum of 2080 hours per year on behalf of all full-time employees, to the North Coast Trust Fund. This additional contribution shall be transmitted alongside the monthly contributions for active coverage and shall be separately accounted for by the North Coast Trust Fund. Said monies shall be disbursed by the North Coast Trust Fund for the express purpose of defraying the cost of health and welfare for retirees of Local 665 (old 624) upon the review, recommendations and agreement with Local 665 (old 624). (*This forty cents is from monies negotiated in 2002 that is currently being contributed.*)

H. Time paid for but not worked, such as holidays and vacation time, shall be considered as time worked for the purpose of this Article.

I. The total amount due for each calendar month shall be remitted in a lump sum not later than the 10th day of the following month. The Company agrees to abide to such rules as may be established

by the Trustees of said Trust Fund to facilitate the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of the employees. Failure to make the payments herein provided, within the time specified, shall be a breach of this Agreement.

J. Locals 315 and 665 (old 624)

Effective August 1, 2008, and August 1 of all subsequent years, ten cents (10¢) per hour shall be allocated from each new increase in pension monies to the respective Health and Welfare Trust Funds in accordance with established remittance rules and practices. These monies shall be paid by the employer for all hours compensated including overtime hours, up to a maximum of 2080 hours per year and are to be used to offset required retiree contribution amounts for retiree medical coverage. If the Trustees of a Trust determine that additional monies are needed to maintain this benefit, said additional monies shall be allocated from the aforementioned new pension increases. Teamsters Local 315 only: If pension monies should be exhausted, any other monies needed shall come from the G.W. increases. If the trustees of the Trust determine that no additional monies are needed in any year, then those monies will remain in pension or G.W. increases.

K. Local 856

Effective August 1, 2008, if the Trustees of the Teamster Local 856 Health and Welfare Trust Fund determine that additional monies are needed to offset required retiree contribution amounts for retiree medical coverage, said additional monies shall be allocated from the aforementioned new pension increases.

In accordance with the current practice, effective August 1, 2008, the Company shall pay into the respective Health and Welfare Trust Funds on behalf of the members of Local 856, the sum of twenty-four cents (24¢) per hour on all hours compensated including overtime hours, up to a maximum of 2080 hours per year for full-time employees for the express purpose of defraying the cost of Health and Welfare for retirees. *(This twenty four cents was negotiated in 2002.)*

Effective January 1, 2008, UPS shall make contributions at the rate of fifteen cents (15¢) per compensable hour including overtime hours, up to a maximum of 2080 hours per year into the respective Health and Welfare Trust Funds for the purpose of defraying the costs of retiree benefits. *(The monies for this fifteen cents was negotiated as new monies in 2007 to become effective 1/1/2008).*

Effective August 1, 2012, Local 856 has allocated \$0.50 per hour from Pension Allocation to the Health & Welfare Trust Fund. The total contribution as of August 1, 2012 is \$0.89 per hour.

SECTION 2 – POSTING NOTICE

The Employer shall make available to all employees in a manner agreed to between the Company and the Union, a copy of the reporting form sent to the Administrator's Office of payments made to the Western Conference of Teamsters Pension Fund on behalf of the employees at the time payments are made.

SECTION 3 – SAVINGS

Effective August 1, 2008, UPS shall make contributions at the rate of ten cents (10¢) per compensable hour into the Pacific Coast Benefits Trust (herein "Trust") on behalf of all employees on whose behalf UPS was obligated to make contributions into the Trust immediately prior to August 1, 2008. With respect to employees whose first (1st) hour of employment (or reemployment) with UPS is on or after September 1, 1987, UPS shall make contributions at the rate of ten cents (10¢) per compensable hour into the Pacific Coast Benefits Trust Fund on behalf of each such employee beginning on the earlier of the employee's achievement of seniority or the employees' completion of six hundred (600) hours of employment (or reemployment) within twelve (12) consecutive calendar months, such contributions to be made retroactively for all compensable hours in the twelve (12) consecutive months immediately preceding achievement of seniority or the completion of six hundred (600) hours of employment (or reemployment) as the case may be. Provided, however, that UPS shall not contribute for more than one hundred seventy-three (173) hours in any calendar month for each covered employee. The total amount due for each calendar month shall be remitted in a lump sum not later than the tenth (10th) day of the following month. UPS acknowledges that it has received a true copy of the Trust and shall be considered a party thereto. It is understood and agreed that UPS accepts the terms and conditions of this Trust and agrees that the Employer Trustees named pursuant to the Trust are its representatives and consents to be bound by the actions and determinations of the Trustees. UPS further agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the audit of hours for which contributions are due, the prompt and orderly collection of contributions, and the accurate recording of such hours.

SECTION 4 – TRUST FUND ACCEPTANCE

Overtime hours, bonus hours, holidays, floating holidays, personal days, jury duty, funeral leave, sick pay and vacation time payments made in cases of retirement from the Company and vacation time paid for but not worked, shall be considered as time worked for the purpose of this Addendum, but no payments shall be made for unused sick pay benefits or pro-rated payments made in cases of separation (excluding retirement) from the Company.

SECTION 5 – WAGE DIVERSION

Local 315

In accordance with the current practice, the wage rates as shown in Article 21 shall be reduced by eighty nine cents (89¢) per hour for all full-time employees and said eighty nine cents (89¢) for all compensable hours is to be sent Teamster Benefit Trust in accordance with established remittance rules and practices. These monies are to be used to offset costs of the Retiree Savings Plan. *(These monies are from agreed to wage diversions made during the 2002 – 2008 Agreement)*

LETTER OF UNDERSTANDING

PEAK SEASON HELPERS ~~2018-2022~~

The function of the Peak Season Helper is to work under the direction of a package driver. At no time shall an employee be classified as a Peak Season Helper if he/she is not under the direct supervision of and working in conjunction with a package driver. **Prior to the seasonal period, the Local Union may supply the Company with a list of referrals for seasonal positions. The employer shall give the Local Union's list of referrals consideration in hiring.** The following provisions shall apply to Peak Season Helpers:

1. Peak Season Helpers may be used between November 1 and January 15.
2. A minimum of fifty percent (50%) of the helpers working in any given building on any given day shall be from the inside ranks. Such helper work shall be offered by seniority. Utility and Air Drivers may only work as helpers if they are not needed for utility or air work. During this period, when these drivers are needed and thus not available for helper work, they will be guaranteed eight (8) hours that day in combination with their inside job and driving job. This applies to the Peak Season only and there is no obligation to the Company to work anyone on overtime.
3. Inside employees cannot be helpers if it conflicts with their primary job function.
4. The Helper rate of pay for seniority inside employees will be as follows for all hours spent in the Helper classification:

~~202318 - \$15.80~~16.80

~~202419 - \$15.80~~17.80

~~202520 - \$15.80~~18.80

~~202621 - \$15.80~~19.80

~~202722 - \$15.80~~20.80

No Peak season inside helper shall make less than their current inside wage, or the market rate adjustment for outside hires.

~~The above rates will apply to all seniority employees effective November 1, 2018.~~ Off the street helpers will be paid ~~\$11.00~~ no less than the local area minimum wage per hour.

5. A Helper bid list will be posted for five (5) days. Any inside employees wanting to be considered for Helper work must sign up during this period. The list of successful job bidders, by seniority, will be posted with a copy to the Union.

6. Part-time employees who choose to work as Helpers shall be guaranteed eight (8) hours per day between their primary jobs and their helper assignments. There will be no obligation to the Company to work Helpers overtime; however Helpers will be guaranteed to work their full primary shift.

7. Overtime rates shall apply to all hours worked over eight (8) hours per day in addition to overtime on employee's respective part-time shifts. Overtime rates shall be predicated on the job at the time of overtime.

8. All off the street Helpers will be part time employees. The Company shall provide the Local Union with a list of all off the street Helpers within five (5) days of their start date.

9. The Company will not be obligated to pay Health and Welfare payments for these temporary employees. If these temporary employees work in any other classification, the Company will be obligated to these payments. If the Company retains the employee past the helper period, the Company would be obligated to make retroactive Health and Welfare payments for all hours the employee has worked.

10. The off the street helpers will receive a guarantee of 3.5 hours and receive overtime after eight (8) hours of work per day.

11. All helpers may start and finish on area.

12. All helpers may use a DIAD board or other electronic method to clock on and off.

13. Flexible starting times may be used.

14. Peak Season package driving positions will be offered to employees by seniority in the following order:

A. Full time 22.3 driver qualified employees.

B. Utility drivers and air drivers

C. Peak Season hires.

Once a position is accepted, the employee will continue to work in that position until January 15 or until no longer needed. During this period, the employee will no longer work in their regular position. A 22.3, Utility driver, and air driver will be paid 8 hours at their driver rate for any holiday that falls in the period of this accepted position and meets the qualifications of Article 24. The employee will return to his/her regular position upon completion of his/her temporary position or due to lay-off during this period.

15. Helpers are entitled to all personal time outlined in the Labor Contract.
16. In the event UPS enters into any agreement with any Local Union that is superior to what is contained in this agreement, the other Locals will receive that same benefit.

ARTICLE 22.4

LETTER OF UNDERSTANDING FULL TIME EMPLOYEE WORK RULES

- 1. ~~Where a layoff is posted on a Friday and in an Article 21 RPCD is laid off, the RPCD has the following options:~~**
 - ~~(1) The laid off RPCD may exercise their seniority and displace one or two less senior part time employees at their current driver rate of pay for the duration of the layoff.~~
 - ~~(2) The RPCD may elect to take the day off by seniority.~~
 - ~~(3) The RPCD may bump a 22.4 on a Tuesday through Saturday workweek and work Saturday at the RPCD's current driver rate of pay.~~
 - ~~(4) The RPCD may work a 4-10 workweek subject to the Union proposal on Article 22 Section 2 NCSA.~~
 - ~~(5) The RPCD may displace a lower seniority 22.3 employee they are qualified to replace and be paid at their normal package driver rate of pay.~~
- 2. ~~No Article 22.4 employee will perform any driving work while any RPCD's are laid off.~~**
- 3. ~~RPCD positions shall be offered to all full-time employees based on seniority, then to part-timers. In accordance with Article 3, Section 10, NCSA.~~**
- 4. ~~Article 22.4 Employees shall be included and made a part of the single full time seniority list in each building where they are located for layoff, bidding purposes and the assignment of extra work assignments.~~**
- 5. ~~Article 22.4 positions shall be offered to all full-time employees based on seniority, then to part-timers. In accordance with Article 3, Section 10, NCSA and Article 3, Section 1, NCSR.~~**
- 6. ~~Article 22.4 employees shall select vacation with package per Article 25, Section 7, NCSA.~~**
- 7. ~~The practice of using RPCD's to perform early AM package and bulk stop work shall remain the same. Article 22.4 drivers shall not perform early package work. Any movement of air packages to airports and other locations including but not limited to service centers, UPS buildings and driver meet points shall continue to be performed by RPCD's and at no time shall such work be performed by a 22.4 driver.~~**

- ~~8. The workweek for Article 22.4 employees shall consist of five (5) consecutive eight (8) hour days with one scheduled start time per week. No 22.4 employee shall start driving before the RPCD start time. Start times for all Article 22.4 employees that perform drive-drive work will be 9:00 A.M. — 12:00 P.M. and must be posted on the prior Friday of the work week for which the shifts are to be effective, exclusive of Saturdays and Sundays.~~
- ~~9. The protected number of RPCD's shall include all full-time drivers currently on roll, including any driver currently in a probationary period.~~
- ~~10. Pension rates paid according to Local Addendum and Article 34 NMUPSA.~~
- ~~11. Wage rates according to Article 41, Section 4, NMPUSA.~~
- ~~12. When a holiday falls on Monday for a 22.4 employee with a Tuesday thru Saturday workweek, the employee shall have the option of rescheduling the Monday holiday as a floating holiday to be taken after the original holiday date. The rescheduling will be done in advance by mutual agreement between the employee and the Employer.~~
- ~~13. 22.4 start times will be offered by seniority within the 22.4 employees in each package center.~~
- ~~14. The parties recognize that daily volume fluctuations, in particular light volume on Mondays, may present unique challenges for scheduling RPCD's and 22.4 drivers. Any Local Union having a dispute with RPCD's being laid off on Mondays while 22.4 drivers work a full Tuesday-Saturday workweek shall first attempt resolution with the Labor Manager. If the issue cannot be resolved, it shall be immediately referred to the Co-Chair of the Nor-Cal Committee and the UPS Vice President of Labor Relations.~~

~~Additionally, it is not the intention of the Company that the advent of Article 22.4 drivers will materially reduce the workdays of RPCD's who have not opted in to 9.5 protection. If a Local Union believes that this is taking place, they shall have the right to use the dispute mechanism set forth in the paragraph above. The individuals listed above shall further have the ability to meet, discuss, and resolve other unforeseen issues that may arise with respect to the use of Article 22.4 drivers~~

- ~~15. Any superior conditions contained in the Western Region of Teamsters shall apply.~~

*~~*This language was moved to Article 3 Section 4 in the Supplement~~*

~~(1) The laid off RPCD may exercise their seniority and displace one or two less senior part time employees at their current driver rate of pay for the duration of the layoff.~~

**This language was moved to Article 24 of the Supplement and Article 21 Sort Rider*

.12 When a holiday falls on Monday for a 22.4 employee with a Tuesday thru Saturday workweek, the employee shall have the option of rescheduling the Monday holiday as a floating holiday to be taken after the original holiday date. The rescheduling will be done in advance by mutual agreement between the employee and the Employer.

Nor Cal Sleeper Team Work Rules

1. The parties recognize the current Article 43- Premium Service Guidelines will apply to these Nor Cal Sleeper Team Work Rules.
2. The Company shall provide the **Nor Cal Committee and the** affected Local Unions copies of the Article **43/26** Sleeper Team Schedules **(LMAs)**.
3. Bidding shall go as follows:
 - A. All Sleeper team runs shall be posted the second full week of March and be offered by seniority order starting the first full week of April.
 - B. The High seniority driver (A driver) will select his/her Co-driver (B driver) from the entire Feeder Seniority list.
 - C. If the High seniority driver (A driver) is unable to recruit a B driver when the bid is awarded the bid will go to the next senior driver on the bid.
 - D. Upon the B driver's acceptance and acceptance letter will be provided to the Company and Local Union.
 - E. Sleeper team bids will go into effect the first full week in May each year.
4. Vacations and Coverage:
 - A. **The Company shall maintain two (2) lists of Sleeper Team coverage. A "C list" will be established of qualified Feeder back-up drivers who wish to be considered if one (1) of the two (2) bid Sleeper Team drivers are off. A "D list" will be established of any qualified Feeder Driver Team pairs who wish to be considered if a run goes uncovered. Team pairs will be placed on the "D list" by the seniority of the senior driver of the pair.**
 - B. **A-** Vacations, holidays, and unplanned coverage, the remaining driver shall select their co-driver from the **"C List" of Sleeper Team relief drivers. If the remaining driver is unable to find a drive partner for the week, the run shall be offered to the "D list" in seniority order to the team with HOS available to complete the run. entire feeder seniority list.**
 - C. **B-** If both drivers are scheduled off for vacation, disability, or work comp, or otherwise unable to perform their duties on a temporary basis the bids will **be bid off the weekly feeder relief bid. be offered to the "D list" of coverage team pairs in seniority order.**

D. If all lists are exhausted, all newly trained feeder drivers trained after August 1, 2023, shall be forced by inverse seniority order to cover the run. The forced driver will have an opportunity to find a partner, otherwise the next lowest seniority driver will be forced to complete the team.

5. Temporary Run Cancellations:

A. If a run is cancelled for two (2) weeks or less both A & B drivers will **have the option of** dovetailing by seniority into the feeder relief list **or becoming the top team on the "D list" of team pairs for run coverage** but will not be able to select work that prohibits them from starting back on the sleeper team run at the scheduled start time when it returns. These drivers will be compensated no less than forty (40) hours per week.

6. Rebids may be requested, and will be allowed if the run permanently changes in anyone of the following:

- A. Run being cancelled for more than two (2) consecutive weeks.
- B. A change in the Scheduled start time of more than one (1) hour.
- C. A Scheduled work change of +/- ten percent (10%) or more.
- D. A Scheduled miles change of +/- five hundred (500) miles or more.
- E. When the team is broken up by divorce or legal separation.
- F. Any change prior to or within the first thirty (30) days of starting the run.

7. Peak Season: Sleeper Team drivers shall not be eligible for peak season temporary bids.

8. Sleeper Team workweek:

- A. Sleeper team workweek will be based on seventy (70) hours in eight (8) days.
- B. The sleeper team workweek will begin at the first scheduled departure.
- C. Sleeper team drivers will go to the bottom of the feeder relief list in seniority order for the purpose of extra work as long as the Company has an available feeder driver on straight time.
- D. When all drivers are on premium pay sleeper team drivers will dovetail in seniority order.
- E. No sleeper team driver shall be allowed to take extra work that will prohibit him/her from having the hours to start at their scheduled start time.
- F. No sleeper team driver shall be forced to work when there is an available feeder driver with hours. If the Company forces a sleeper team driver to do regular feeder work the driver will be guaranteed eight (8) hours at the appropriate premium rate.

9. Holidays, Sick Days, Funeral and Jury Duty Pay:

- A. Jury duty and funeral pay shall be paid ~~at eight (8) hours per day~~ their daily guarantee consistent with article 29 NCSA.
- B. Sick Leave shall be paid at eight (8) hours.
- C. Sleeper team drivers that work on a holiday will be paid mileage and a half for all miles from midnight to 11:59pm on the holiday.

10. Sick Calls

- A. If a sleeper team driver calls off sick the remaining driver will select the co-driver from the feeder relief list.
- B. The sleeper team driver who called off will be off the run for the week but will be able to dovetail in to the feeder relief list in seniority order.

11. The Company will provide all foul weather gear, a full set of chains with extra cross links, bolt cutters, two (2) headlamps and two (2) chain tools per sleeper team.

12. The Company will provide training for chaining and chain repair.

13. General Guidelines:

- A. Any unforeseen or unaddressed situation or hardship issue that arises will be addressed on an individual basis. The Company and the Union will meet and discuss the situation as soon as possible.
- B. These sleeper team work rules may be amended by mutual agreement of the Company and the NorCal Committee.
- C. These work rules expire July 31, ~~2023~~ 2028.
- D. **Bench requirement for Feeder boards with Sleeper Teams, shall be thirty-eight percent (38%), and both the A and the B bid drivers each shall count as a job in calculating the bench as outlined in Article 31, Section 6 of the NCSA.**

It is the parties' intent to renegotiate these sleeper team rules prior to expiration.

Memorandum of Understanding

Article 23.1 – Sick Leave

The Company agrees that an employee's paid sick leave may not be used outside of their regular scheduled workweek.

Memorandum of Understanding

United Parcel Service, Inc. (UPS) and the Northern California Negotiating Committee (Union) agree to the following:

1. Effective August 1, 2023~~18~~ and each August 1 of this Agreement, the Union may divert allocations provided in Article 34, Section 1(a) to the applicable Fund to offset required retiree contribution amounts for retiree medical coverage. The diversions shall be to the applicable trust fund and in accordance with established remittance rules and practices. The diversion shall be paid by the Employer for all hours compensated including overtime hours, up to a maximum of 2080 hours per year. Allocations may only be diverted in accordance with the Memorandum of Understanding (MOU).
2. The fifty cents ~~one dollar~~ (\$0.50~~1.00~~) per year increase provided by Article 34, Section 1(a) shall first be used to satisfy any required Health & Welfare increase necessary to satisfy maintenance of benefits (MOB). If any portion of the fifty cents ~~one dollar~~ (\$0.50~~1.00~~) increase is remaining after covering MOB costs, the Union can decide to allocate any money available for pension to the applicable retiree healthcare Fund referenced in paragraph 1 above. If any portion of the Article 34 increase is allocated to a Fund to offset retiree medical costs, then UPS' total increase in contributions cannot exceed fifty cents ~~one dollar~~ (\$0.50~~1.00~~).
3. The Employer agrees that the general wage increases provided in the National Master Agreement may be subject to reallocation to the applicable Fund pursuant to this MOU provided Article 34, Section 4 is followed.

AGREEMENT SORT

Agreement for the period of August 1, 201~~8~~23 through July 31, 20~~28~~23

This agreement has been entered into between UNITED PARCEL SERVICE, INC., or its successors, hereinafter referred to as the Employer and the below listed Local Unions of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the Union

70, 87, 137, 150, ~~287~~, 315, 386, 431, 439, 533, 665, 853, 856, 890, ~~912~~, 948, 2785.

The Union consists of any Local Union which may become a party to this Agreement and any Addenda hereinafter set forth. Such Local Unions are hereinafter designated as "Local Union".

ARTICLE 1 - UNION SECURITY

[No Change]

ARTICLE 2 - HIRING PROCEDURES

SECTION 4 - REFERRAL

For each person dispatched, the Local Hiring Hall/Union shall send to the Employer, with the person or by mail, a written referral slip. The Employer shall have the right to reject any job applicant referred by the Local Hiring Hall, provided that the Employer shall in no way discriminate against persons because of Union membership or activities.

ARTICLE 3 - SENIORITY AND LAYOFFS

SECTION 2 - APPLICATION OF SENIORITY

Each Hub Sort or Delivery Center shall post a separate part-time seniority list. Where more than one (1) Hub Sort or Delivery Center is operating within a United Parcel Service building, seniority for all part-time employees by Local Union will be integrated only for the purpose of layoff and rehire and for eligibility to qualify for higher straight- time hourly rate jobs.

In the reduction of forces due to the slackness of work, the last employee hired shall be the first (1st) employee laid off, and in rehiring, the last employee laid off shall be the first (1st) employee rehired until the list of former employees is exhausted.

Seniority shall be considered broken by:

(a) Discharge for just cause;

(b) Resignation;

(c) Twenty-four (24) consecutive months of unemployment; thirty-six (36) consecutive months of unemployment for employees with three (3) or more years of service (consistent with Article 8.1); or

(d) Failure to comply with the seventy-two (72) hour recall notice as set forth in Section 4 of this Article.

Leaves of absence granted by the Employer, and temporary layoffs, shall not interrupt the continuity of seniority.

SECTION 8 - SENIORITY LIST

The Employer shall post and maintain a current seniority list at all times in a conspicuous place at each operating center. Said list shall be considered to be correct as posted unless a protest is registered with the Employer and the Union within thirty (30) days from date of posting. At the time of posting, a copy will be faxed, mailed or emailed to the Local Union. These lists will include a Master part-time, list of hub and all shifts. The Company will ~~provide a copy of these lists every six (6) months.~~ be responsible to post and provide an accurate seniority list every February 1st and August 1st of each year. Prior to posting the seniority list, the Company and the Union will verify that the list is accurate.

ARTICLE 4 - DISCHARGE OR SUSPENSION

[No Change]

ARTICLE 5 - DISCRIMINATION

[No Change]

ARTICLE 6 - PROTECTION OF RIGHTS

[No Change]

ARTICLE 7 - GRIEVANCE PROCEDURE

SECTION 2 – TEAMSTERS/UNITED PARCEL SERVICE LABOR MANAGEMENT COMMITTEE

(a) There shall be a Teamsters/United Parcel Service Labor-Management Committee composed of three (3) representatives of the Union and there shall be three (3) representatives of the Employer. None of these representatives shall be involved in the dispute.

The Committee shall formulate such rules of procedure as it may deem advisable and such rules of procedure will be made known to all parties under this Agreement.

Regular meetings of the Committee shall be held on the agreed upon day of each month to pass upon matters referred to it. If no cases are on the agenda, meetings may be canceled. If grievances develop which require more immediate action, the Committee may meet on any other date which may be agreed upon. The Committee shall be obligated to remain in session until the agenda is completed.

If the Employer fails to appear at the designated time and place of the hearing, such failure shall result in default decision against the Employer for cases which are on the agenda for that date. Default decisions against the Union involved shall likewise apply if a representative of the Union involved fails to appear.

A majority decision of the Committee shall be final and binding upon the parties. Any discharge or suspension case deadlocked by this Committee may be submitted to an impartial arbitrator by either the Employer or the Union. All other deadlocked cases shall be referred to a Western Region-UPS Committee as outlined in Section 2(b). **All grievances that only cite National Master Agreement provisions that cannot be resolved at the UPS Labor Management Committee shall be referred directly to the National Grievance Committee. All other cases that are deadlocked by the UPS Labor Management Committee will be referred to the WRT-UPS Labor Management Committee.**

If any grievance is deadlocked at the WRT-UPS Labor Management Committee, and there is a disagreement between the Co-Chairs as to where a deadlocked language case will proceed under this grievance machinery, this dispute may be submitted by either party for resolution to the Chairs of the National Grievance Committee or their designees.

(b) The Western Region-UPS Committee shall be composed of three (3) representatives of the Union one (1) of whom shall be appointed by the Western Region Director, one (1) of whom shall be the negotiating Committee Chairman for the appropriate contract grievance, and one (1) shall be appointed by the Union Chairman, and three (3) representatives of the Employer, one (1) of whom shall be the Regional Labor Relations Manager, or his designee, and the other two (2) representatives designated by the Employer. Issues resolved at this level shall be final and binding. Any case deadlocked by the Committee will be referred to an International Teamster-UPS Committee composed of the President of the International Brotherhood of Teamsters and the Vice President of Labor Relations of UPS, or their designees. Issues resolved at this level shall be final and binding.

Any case deadlocked by this Committee may be submitted to arbitration by either the Employer or the Union.

(c) If either the Company or the Union alleges that there has been a violation of a prior UPS Labor-Management Committee or the WRT-UPS Labor Management Committee panel decision, the complaining party shall have the right to bring their complaint to the Co-Chair of the NorCal Committee and the Corporate Labor Relations VP. If no resolution is obtained, the complaining party may appeal the dispute to the Co-Chairs of the National Grievance Committee for discussion. If the National Co-Chairs cannot resolve the dispute

the grievance may then be processed through the grievance procedure as outlined in the provisions of this Article.

SECTION 4 - HANDLING OF DISCHARGES OR SUSPENSIONS

Any case pertaining to a discharge or suspension shall be handled as follows:

(a) In discharge or suspension cases, the Company shall not proceed with any interrogation unless the employee being interrogated is provided with Union representation from his/her Local Union unless specifically waived by the employee, in writing, with a copy to the Union.

(b) In all cases, except theft, intoxication, use, sale, or possession of illegal narcotics and gross insubordination, each having occurred on the job, an employee to be discharged shall be allowed to remain on the job, without loss of pay, unless and until the discharge is sustained under the grievance procedure. In suspension cases, the employee shall be allowed to remain on the job, without loss of pay, unless and until the suspension is sustained under the grievance procedure. Notwithstanding the above, an employee who tests positive as a result of a DOT periodic test (in accordance with the National Master United Parcel Service Agreement for controlled substances) shall be offered an unpaid leave of absence for a drug rehabilitation program. If the employee refuses to participate in a drug rehabilitation program or fails to complete it satisfactorily, he/she shall be subject to disciplinary action. An employee shall have the right to return to work after satisfactorily completing the drug rehabilitation and aftercare program under the same guidelines as described.

(c) Within five (5) days of the occurrence of the alleged cause for discharge or suspension, the Employer shall give written notice by certified mail to the employee and to the Local Union of its decision to discharge or suspend the employee and such notice shall set forth the reason or reasons for the discharge or suspension. If the Employer fails to give such written notice within the specified five (5) day period, the right to discharge or suspend for that particular reason shall be waived. But this shall not preclude the Employer from introducing as evidence, should a subsequent discharge or suspension occur, any reason or reasons to substantiate unsatisfactory work performance arising out of circumstances which occurred during the nine (9) month period immediately preceding the date of discharge or suspension notice. However, in order for any such reason to be introduced by the Employer, the Employer must have given specific written notice by certified mail to the employee and to the Local Union of the circumstances giving rise to such reason within ten (10) days of the occurrences of the circumstances. Such written notice may not be submitted for consideration by the Labor-Management Committee except in cases in which the Employer has given the employee a notice of discharge or suspension and such notice shall not be subject to economic action by either the Union or the Employer. If the Local Union does not file with the joint secretaries of the Committee a written protest of the Employer's action within five (5) days, excluding Saturdays, Sundays and holidays from the time of receipt of the Employer's notice, the right to protest such discharge or suspension shall be waived.

(d) Should the Local Union file protest of the intended discharge or suspension within the time period set forth in subsection (c), then the case shall automatically be placed on the agenda of the Committee described in Section 2 above. Discharge and suspension cases referred to the

Committee will be placed first (1st) on the agenda of the Committee provided that the Committee shall not hear the case until the five (5) days specified in subsection (c) have elapsed. **Off-roll discharge cases may be added to the current month's agenda.**

(e) If the Committee reaches a deadlock, ~~either party may submit~~ the matter **shall be heard by the scheduled to an** impartial arbitrator for final decision. The selection of the arbitrator for a decision in discharge or suspension cases shall be made **pursuant to Section 5 (a) below immediately upon such deadlock,** and the arbitrator so selected shall hear the case **within forty-five (45) calendar days** in not more than ~~ten (10) days, excluding Saturdays, Sundays, and holidays,~~ **one hundred and thirty-five (135) calendar days,** from the date of the deadlock and render his/her decision in not more than ten (10) **calendar** days from date of hearing of the case; ~~excluding Saturdays, Sundays and holidays.~~ The method of selection of the arbitrator shall be made as provided in Section 5.

SECTION 5 - SELECTION OF AN IMPARTIAL ARBITRATOR

(a) In discharge cases only (both merits and points of order), the case shall be heard by the scheduled impartial arbitrator, pursuant Section 4 (e) above, the month following the deadlock.

By August 1st of each year, the Co-Chairs shall strike Arbitrators from the list of Arbitrators in Section 5 of this Article, until the Arbitrators are selected; those Arbitrators shall be scheduled for the following year. The Co-Chairs will jointly schedule one (1) Arbitrator for each month, at an agreed date to hear any case deadlocked pursuant Section 4 (e) above. The Arbitrators will be scheduled based upon their availability. If there are no deadlocked cases to hear the Arbitrator may be cancelled by mutual agreement of the Co-Chairs.

(b) On all other cases, ~~The~~ parties shall choose an impartial arbitrator and the decision of the impartial arbitrator shall be final and binding on both parties. Said impartial arbitrator shall be selected from an agreed upon list mutually selected by the parties.

The Arbitrators mutually agreed to are:

1. Ames, Claude	6. Prihar, Guy
2. Thompson, Katherine	7. Winograd, Barry
3. Brogan, Margaret	8. Hayford, Stephan
4. Durick, Michael	9. Brustein, Mark
5. Kagel, John	

<u>1. Monica Colondres</u>	<u>6. Eric Lindaur</u>
<u>2. Catherine Fisk</u>	<u>7. Yuval Miller</u>
<u>3. Stephan Hayford</u>	<u>8. Mark Pearce</u>
<u>4. Nancy Hutt</u>	<u>9. Paul Roose</u>
<u>5. John LaRocco</u>	<u>10. Joel Schaffer</u>

If any of the above becomes unavailable, the replacement shall be mutually agreed on within forty-five (45) days of knowledge.

After a toss of a coin to decide which party shall move first, the representative of the Employer and the representative of the Union shall alternately strike one (1) name from the list until one (1) name remains and such person shall be the arbitrator for the case. The last name stricken shall be the alternate arbitrator to serve in the event the first (1st) arbitrator is not available. This procedure shall be followed until there is an available arbitrator. It is understood that the time limits referred above may be waived by mutual agreement of the parties.

ARTICLE 8 - LEAVE OF ABSENCE

SECTION 1 - APPROVED LEAVE

Any employee desiring a leave of absence shall secure written permission from both the Local Union and the Employer. Except as otherwise provided in this Article, the maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Written permission for such extended periods shall be secured from both the Union and the Employer. The first (1st) approved leave of absence plus approved extended leaves of absence shall not exceed a maximum time period of twelve (12) months. During an approved leave of absence, the employee shall not engage in gainful employment in the same industry. Leaves of ten (10) days or less do not require Union approval. Disputes concerning request for leaves of absence are subject to the grievance procedure.

Any employee who is unable to work because of sickness or injury shall be deemed to be on leave of absence. Such leave will not exceed three (3) years unless extended by written consent of the Union and the Employer. **The Union and the Company agree that requests to extend beyond three (3) years shall be limited to employees on workers' compensation leaves whose workers' compensation process has been delayed for reasons beyond the employee's control. Any employee requesting such an extension must do so in writing, prior to the end of the three (3) years, providing an explanation and the length of the extension requested. The Company shall consider the circumstances of the request in good faith prior to deciding whether to approve or deny the extension request. The Company shall not unreasonably deny a request.** In the absence of such consent, a request for extension of ~~such~~ leave **under this provision** shall be subject to dispute procedure.

A leave of absence, as provided, shall not result in the loss of seniority rights. An employee shall be granted unpaid time off in emergency situations involving illness or accident of a member of the employee's immediate family up to fifteen (15) days.

ARTICLE 9 - STEWARDS

[No Change]

ARTICLE 10 - OPERATING REQUIREMENTS

[No Change]

ARTICLE 11 - GENERAL PROVISIONS

SECTION 4 - MAINTENANCE OF SANITARY FACILITIES

The Employer shall maintain hot and cold running water and toilet facilities at the operating center and shall keep the same in a clean and orderly condition in accordance with state laws and regulations.

Employees under this Agreement shall not be utilized to accomplish such maintenance. **In facilities with ice machines and/or freezers, the Company will maintain and ensure they are in good repair. In instances where an ice machine is not in working order due to repair or damage, upon notification the Company shall provide ice in the months of April through October until the unit is repaired.**

SECTION 5 - TELEPHONE CALLS AND BRIDGE TOLLS

All employees shall be reimbursed for money spent for telephone calls and bridge tolls involving Company business. Particulars of all such expenditures must be itemized and paid daily by cashier or other authorized office employee. **Employee's emergency approved expense reimbursement may be submitted weekly and will not be unreasonably delayed if properly submitted. Not to replace the normal monthly expense such as lodging, layover, or meals.**

SECTION 6 - TIME CLOCKS

The Employer shall install time clocks. Such time clocks must be kept accurate. Employees shall punch in on such time clocks when they report to work and shall punch out when all work is completed. The Employer shall not alter an employee's time card in any manner without clearing the alteration with the employee. Upon request, an employee may inspect the record of his/her time for the previous day's work. An employee will be allowed to view the operation report for the current pay period for the purpose of checking his/her hours worked. The Employer agrees to provide forms for the employee to record his/her daily starting and ending times. The Company agrees to audit, on a regular basis, to ensure the availability of time clocks in all operations at the same locations as any other device used to record employees work time. **In instances where a time clock is not available due to repair or damage, upon notification the Company shall immediately either repair or replace the unit.** All time clocks shall be converted so as to record time in hundredths.

In accordance with Article 12 of the NMUPSA an employee's hours worked, and rate of pay shall be available for review electronically by the affected employee on a Company maintained website. **Upon request an employee shall be allowed access to a computer to check and verify their hours on the Company maintained website.**

ARTICLE 12 - NEW METHODS

If new methods of operation, including airborne equipment within the Geographical Area covered by this Agreement, not covered by this Agreement are introduced by the Employer, or if the Employer introduces the use of equipment not heretofore used, the matter shall be subject to negotiations between the parties and shall be handled through the grievance procedure contained in this Agreement prior to the institution of such new methods of operation or equipment insofar as possible. Nothing in this Article shall prevent the Employer from instituting or continuing in use the operations of any equipment or practices in question during the consideration or establishment of proper rates of pay as provided for in the immediately preceding sentence, provided that the rates of pay shall be retroactive to the date of institution of such operations or equipment.

A seven (7) day workweek for Air Freight only, with the right of the Union to review on a yearly basis and to negate this provision, if in the Union's opinion, invalidation of this provision is necessary. This provision shall apply only to those employees who bid into or are hired into such work after May 1, 1982.

A ~~thirty-five~~ forty-five cent (~~35~~45~~c~~) per hour premium will be paid to all employees who are scheduled on a workweek other than Monday through Friday.

If a need is apparent, the negotiating committee will meet to negotiate conditions of expanded operations.

All other provisions of the Agreement shall apply in respect to wages, hours and working conditions.

ARTICLE 13 - TRANSFER OF COMPANY, TITLE, OR INTEREST

[No Change]

ARTICLE 14 - HEALTH & WELFARE AND PENSION DELINQUENCIES

[No Change]

ARTICLE 15 - ENTIRE AGREEMENT

[No Change]

ARTICLE 16 - EMERGENCY REOPENING

[No Change]

ARTICLE 17 - TERM OF AGREEMENT

This Agreement shall become effective August 1, ~~2018~~23 and shall continue in full force and effect to and including July 31, ~~2018~~28, and shall be considered as renewed from year to year thereafter unless either party hereto shall give written notice to the other of its desire to modify or terminate the Agreement, and such notice must be given a least sixty (60) days prior to the expirations of this Agreement

ARTICLE 18 - JOB CLASSIFICATION AND RATE OF PAY

SECTION 1- RATES

(a) Job classifications and straight time hourly rates of pay are as follows:

Part-time employees hired after July 2, 1982 shall be red-circled at their current rate of pay as of July 31, 2023~~18~~, and shall receive the following wage increases:

Effective Date	Amount
August 1, 2023 18	\$ 2.75 .70
August 1, 2024 19	\$.75 .75
August 1, 2025 20	\$.75 .80
August 1, 2026 21	\$ 1.00 .90
August 1, 2027 22	\$ 2.25 1.00

All part-time employees (Hub, Sorters, Preloaders, Tower, Load, Unload, etc.) who have attained seniority as of August 1, 2023~~18~~, shall receive the following wage increases:

Effective Date	Amount
August 1, 2023 18	\$ 2.75 .70
August 1, 2024 19	\$.75 .75
August 1, 2025 20	\$.75 .80
August 1, 2026 21	\$ 1.00 .90
August 1, 2027 22	\$ 2.25 1.00

~~Part-time employees still in progression on August 1, 2018 shall receive the above contractual increases and will be paid no less than what they are entitled to in accordance with Article 22, Section 5 of the 2018-2023 Master Agreement. The progression set forth in (b) below shall be applied effective August 1, 2018. Any seniority part-time employee below twenty-one dollars (\$21.00) after the application of the general wage increase shall be raised to the minimum of twenty-one dollars (\$21.00) and shall thereafter be eligible for the above general wage increases and the one-time longevity increase pursuant Article 22 Section 5 (a) (3) of the NMA.~~

(b) Newly hired part-time employees:

All part-time employees who are hired or reach seniority after August 1, 2023~~18~~, will be paid according to the following progression: wage schedules:

August 1, 2018 ————— \$13.00

August 1, 2019	\$14.00
August 1, 2020	\$14.50
August 1, 2021	\$15.00
August 1, 2022	\$15.50
Start	\$21.00
Twelve (12) months	\$21.50
Twenty-four (24) months	\$22.00
Thirty-six (36) months	\$22.50
Forty-eight (48) months	\$23.00

The start rate for part-time employees hired after August 1, 2027 shall be increased to twenty-three dollars (\$23.00). Employees already in progression shall be raised to twenty-three dollars (\$23.00) on August 1, 2027.

(c) The wage rates and increases provided in (a) and (b) shall be a minimum.

(d) All employees governed by this Article shall be provided a minimum daily three and one half (3 1/2) hour guarantee.

(e) Seniority part-time employees who are receiving an hourly rate higher than set forth above in Section (b), as a result of a Market Rate Adjustment or any minimum wage law, shall not have their hourly rate reduced due to the implementation of this Article. ~~All part-time employees who have attained seniority as of August 1, 2018 will receive the general wage increase in this section but will in no case receive less than the hourly rate specified on August 1st 2018-2022 as set forth in b, above.~~

ARTICLE 19 - HOURS OF WORK

[No Change]

ARTICLE 20 - SICK LEAVE

[No Change]

ARTICLE 21 - HOLIDAYS

The following holidays shall be observed:

New Year's Day	Thanksgiving Day
<u>Martin Luther King Jr. Day</u>	Day after Thanksgiving
Memorial Day	Christmas Day
Employee's Birthday	December 31st
Day after employee's birthday	Two (2) Floating holidays
Fourth of July	(By mutual agreement between
Labor Day	the Employer and the employee)

For eligible employees who qualify, the paid holiday shall be prorated upon actual hours worked in the previous calendar month, but shall in no event be less than four (4) hours straight time. If any one of the above-mentioned paid holidays falls on Sunday, the following Monday shall be observed as a holiday. On a Sunday through Thursday workweek a holiday that falls on Saturday shall be celebrated on the following ~~work day~~ workday. If any two (2) of the above-mentioned holidays fall on the same day, one of them shall be celebrated either the day before or the day after by mutual agreement between the employee and the Employer.

An employee who is called out to work on any of the above holidays shall be paid at one and one-half (1 1/2) times the straight time hourly rate in addition to the holiday pay referred to above.

An employee may choose any day of his\her preference for his/her floating holidays by giving the Employer at least ten (10) calendar days written notice prior to the day chosen. The Company shall grant the employee the day of his/her choice, provided that no more than five percent (5%) of each center, hub shifts, or feeder be granted the same requested day, and in such event, seniority will be the governing factor.

Floating holidays will be taken between August 1st and July 31st (except December) of each year. Floating holidays not taken within this time frame will be so assigned by the Company in the following three (3) months.

Any seniority employee who reports for work and is put to work thirteen (13) days, in any calendar month, shall be entitled to any paid holiday which occurs during that month. Paid holidays, paid vacation, paid sick leave, paid jury duty and paid funeral leave shall be counted as days worked for the purpose of this Section. Any non-seniority employee who is put to work thirteen (13) days, in any calendar month, shall be entitled to any paid holiday which occurs during that month, except for seasonal employees during the seasonal period, provided that such employee is on active status on the date of said holiday.

Alternative Workweeks (excluding Monday-Friday or Sunday-Thursday)

If any one of the abovementioned paid holidays falls on the day before a negotiated workweek, the employee shall have the option of rescheduling the holiday as a floating holiday to be taken after the original holiday date. The rescheduling will be done in advance by mutual agreement between the employee and the Employer.

ARTICLE 22 - VACATIONS

SECTION 1

(a) Employees hired prior to August 1, 2023, shall continue to earn their vacation pursuant to this section. Employees with one (1) year of service and less than three (3) years of service with

the Employer shall receive two (2) weeks (10 working days) of vacation with pay each year. Employees with three (3) years of service shall receive three (3) weeks (15 working days) of vacation with pay each year. Any employee who has ten (10) years of service or more, regardless of his/her anniversary date, shall receive four (4) weeks (20 working days) of vacation with pay each year. Any employee who has twenty (20) years of service or more shall receive five (5) weeks (25 working days) vacation with pay each year. Any employee who has twenty-five (25) years of service or more shall receive six (6) weeks (30 working days) vacation with pay each year. Any employee who has thirty (30) years of service or more shall receive seven (7) weeks (35 working days) vacation with pay each year.

Any employee laid off before the completion of one (1) year or during the first three (3) years of employment shall receive prorated vacation due on the basis of .833 of a day for each month of employment.

After three (3) years of employment and up to ten (10) years of employment prorated vacation shall be granted on the basis of one and one quarter (1 1/4) days for each month of employment.

After ten (10) years of employment, prorated vacation shall be granted on the basis of one and two thirds (1 2/3) days for each month of employment.

After twenty (20) years of employment, prorated vacations shall be granted on the basis of two (2) days and two thirds (2/3) of one (1) hour for each month of employment.

After twenty-five (25) years of employment, prorated vacations shall be granted on the basis of two and one half (2 1/2) days for each month of employment.

After thirty (30) years of employment prorated vacations shall be granted on the basis of 2.91667 days for each month of employment.

Any employee who reports to work and is put to work thirteen (13) days in a calendar month shall be entitled to vacation credit for that month. Paid holidays, paid vacation, paid sick leave, paid jury duty and paid funeral leave shall be counted as days worked for the purpose of this Section.

Seniority is to be considered in the choice of vacation periods. In arranging vacations, due consideration shall be given to the Employer so that his business will not be crippled or seriously affected by reason of too many employees seeking vacation at the same time.

(b) Seniority employees hired on or after August 1st, 2023, shall accrue vacation the month they are hired and will continue to accrue up to December 31st of the current year. They shall receive their 1st vacation entitlement on a prorated basis on the 1st day of January following their hire date. These employees will continue to receive their prorated accrued vacation on January 1st of each year thereafter.

On January 1st following the employee's date of hire they shall receive their first prorated vacation based on the month of their first day worked through the end of the calendar year, for each month (January-December) that the employee was worked or paid at least 13 days,

(in accordance with Article 8.2 and 22.1 NCSR). The first January shall be considered for vacation purpose only as vacation year one (1).

The employee will continue to accrue vacation from January-December each year thereafter based on the schedule below.

Employees on their first (1st) vacation year and prior to their third (3rd) vacation year shall receive up to two (2) weeks (10 working days) of vacation with pay each January 1. On an employee's third (3rd) vacation year and prior to their tenth (10th) vacation year, they shall receive up to three (3) weeks (15 working days) of vacation with pay each January 1. On an employee's tenth (10th) vacation year and prior to their twentieth (20th) vacation year, they shall receive up to four (4) weeks (20 working days) of vacation with pay each January 1. On an employee's twentieth (20th) vacation year and prior to their twenty-fifth (25th) vacation year, they shall receive up to five (5) weeks (25 working days) vacation with pay each January 1. On an employee's twenty-fifth (25th) vacation year and prior to their thirtieth (30th) vacation year, they shall receive up to six (6) weeks (30 working days) vacation with pay each January 1. On and after an employee's thirtieth (30th) vacation year, they shall receive up to seven (7) weeks (35 working days) vacation with pay each year.

From an employee's date of hire and through the second (2nd) vacation year prorated vacation shall be granted on the basis of .833 of a day for each month of the calendar year.

Upon reaching their third (3rd) vacation year prorated vacation shall be granted on the basis of one and one quarter (1 1/4) days for each month of the calendar year.

Upon reaching their tenth (10th) vacation year prorated vacation shall be granted on the basis of one and two thirds (1 2/3) days for each month of the calendar year.

Upon reaching their twentieth (20th) vacation year prorated vacations shall be granted on the basis of two (2) days and two thirds (2/3) of one (1) hour for each month of the calendar year.

Upon reaching their twenty-fifth (25th) vacation year prorated vacations shall be granted on the basis of two and one half (2 1/2) days for each month of the calendar year.

Upon reaching their thirtieth (30th) vacation year prorated vacations shall be granted on the basis of 2.91667 days for each month of the calendar year.

Any employee who reports to work and is put to work thirteen (13) days in a calendar month shall be entitled to vacation credit for that month. Paid holidays, paid vacation, paid sick leave, paid jury duty and paid funeral leave shall be counted as days worked for the purpose of this Section.

Seniority is to be considered in the choice of vacation periods. In arranging vacations, due consideration shall be given to the Employer so that his business will not be crippled or seriously affected by reason of too many employees seeking vacation at the same time.

SECTION 2

All accrued vacation pay for the amount of vacation time to be taken is to be paid to the employee one (1) day before the employee's last shift worked by separate check. No employee shall be shorted his/her vacation pay for all vacations properly selected during the annual March selection. If there is a dispute regarding vacation pay, the Company will issue the disputed pay until such time that the Company provides proof of all other vacation payments for that current year. If the records prove that the employee has been overpaid the vacation pay, the Company may deduct this overpayment by deducting an equal amount of vacation from next year's accrual.

For eligible employees who qualify, the paid vacation period shall be prorated upon actual hours worked divided by the number of days worked in the previous calendar month, but shall in no event be less than one half (1/2) of that provided for regular full-time employees. Vacation pay shall be pro-rated upon termination, after one (1) year of service with the Employer. It is agreed that for each week of paid vacation, the employee shall receive an additional two and one-half (2 1/2) hours pay at the straight time hourly rate.

The employer may not go back more than the previous vacation scheduling period ~~from the day the error is discovered~~ to correct any over payments of vacation.

SECTION 3

Vacation periods are not to be arbitrarily assigned to employees during the months of January through March unless mutually agreed upon. Based on seniority, vacation periods will be assigned at the employee's choice during the months of April through Thanksgiving week, and during the week between Christmas and New Year's Day.

It is the understanding of the parties that from the third full week of January through the first three weeks of November, employees shall be allowed to select vacation at 100% of the normal vacation selection ratio. During Thanksgiving week and the week after Christmas through the second full week of January, that number shall be reduced to 75%.

The employees who select Thanksgiving week as a vacation week shall normally have the prior Thursday and Friday off. When the staffing permits, the Company shall allow employees to take the Monday and Tuesday off in the week immediately after the holiday week. These days, (if any) will be offered by seniority.

The total amount of accrued vacation weeks for the period of April 1st to Thanksgiving week will be subtracted by employees taking vacations from January 1st to March 31st and that figure divided by thirty-five (35) weeks will be the number of employees allowed to take vacations in the same

week for the balance of the vacation period. Any fraction of a whole number shall be rounded up to the next highest number.

Whenever possible and when desired by employees, they may stagger or spread their vacation period throughout the year. **However, Except for an employee who in vacation year one (1) per Section 1 (B) above who earns less than two (2) full weeks of vacation,** in no case shall any portion of vacation be less than one (1) week. **A new employee who in vacation year one (1) has earned less than two (2) full weeks of vacation shall be allowed to schedule the vacation days in excess of a full week as individual vacation days.**

SECTION 7

The vacation list shall be posted not later than March 1st of each year;. For choice of vacation once a vacation selection list is posted, one (1) week is allowed for the first twenty-five percent (25%) on the seniority list to select, then one (1) week will be allowed for the second twenty-five percent (25%) to select then one (1) week shall be allowed for the third twenty-five percent (25%) to select, then one (1) week shall be allowed for the fourth and final twenty-five percent (25%) on the seniority list to select. Those not signing up in the correct week shall lose their choice of vacation and must take what is left.

Vacation selection shall occur during March.

Employees will select their vacations on the form approved by the Teamsters/United Parcel Service Labor Management Committee. The vacation selection forms, and the vacation calendar will be provided to the operations by the Labor Department.

Once completed the vacation schedule shall be posted on the bulletin board.

The Union will be sent a copy of the vacation selection list and a copy of each employees completed vacation selection form when requested within five (5) days.

ARTICLE 23 - HEALTH AND WELFARE

The existing Health and Welfare Plans contained in the Local Rider agreements attached hereto shall be continued during the life of this Agreement. The present level of benefits under the Health and Welfare Plans shall be maintained during the life of this Agreement. Any increase in premium necessary to maintain the present level of benefits during the life of this Agreement shall be borne by the Employer.

A total of ~~\$0.501-00~~ per hour has been negotiated for Health and Welfare and Pension contributions for each year of the contract. If maintenance of benefits for Health and Welfare increases are less than ~~\$0.501-00~~ per hour, the remainder will be allocated for pension contributions on August 1st of each contractual year.

8/1/2318	\$0.501.00	per hour Health and Welfare increase to be determined by plan.
8/1/2419	\$0.501.00	per hour Health and Welfare increase to be determined by plan.
8/1/2520 —	\$0.501.00	per hour Health and Welfare increase to be determined by plan.
8/1/2621	\$0.501.00	per hour Health and Welfare increase to be determined by plan.
8/1/2722	\$0.501.00	per hour Health and Welfare increase to be determined by plan.

In the event the Health and Welfare plans increase is over ~~\$0.501.00~~ per hour in a contractual year, maintenance of benefits will cover all increases over ~~\$0.501.00~~ per hour and there will be no pension increases for the affected contractual year. (Pension rates will vary depending on Health and Welfare costs which may be different in each plan.)

The Employer shall post on the bulletin board in each center a copy of the reporting forms sent to the Administrators of the Security Funds.

It is further understood where any individual health and welfare trust listed in any of the local Rider Agreements which are part of this Agreement provides for uniform contributions by all Employers which may exceed the above contributions, the Employer agrees to make such required uniform contributions to such individual trust commencing on the date such additional contributions may be due.

Any questions regarding your health and welfare, please contact your Local Union.

ARTICLE 24 - PENSIONS

[See Nor Cal Sort Rider Addendums 1 and 2]

ARTICLE 25 - LEGAL SERVICES TRUST FUND

[No Change]

ARTICLE 26 - MISCELLANEOUS PROVISIONS

SECTION 9 - SHIFT DIFFERENTIAL

A shift differential of ~~thirty-five~~ forty-five cents (~~35~~45~~¢~~) per hour shall be paid to all employees whose straight time shifts extend beyond 6:00 p.m., or starts before 7:00 a.m. Shift differential shall be included in the computing of overtime and in the payment of holidays, vacation, sick leave, jury duty and funeral leave.

A ~~thirty-five~~ forty-five cent (~~35~~45~~¢~~) per hour premium will be paid to all employees who are scheduled on a workweek other than Monday through Friday.

ARTICLE 27 - SEPARABILITY AND SAVINGS CLAUSE

[No Change]

ARTICLE 28 - WORK JURISDICTION

[No Change]

ARTICLE 29 - UTILITY DRIVERS

[No Change]

ARTICLE 30 – PREFERRED JOBS

[No Change]

ARTICLE 31 - SUPERVISORS WORKING

[No Change]

ARTICLE 32 - ADDENDA

There are attached hereto the following Addenda:

Addendum No. 1 - Specific terms applicable to Locals 87, 137, 150, 386, 431, 439, 533 and 948.

Addendum No. 2 - Specific terms applicable to Locals 70, ~~287~~, 315, 665, 853, 890, ~~912~~, and 2785.

The aforementioned Addenda shall be part of and included in the foregoing Northern California Sort Rider Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, except to those areas where it has been otherwise agreed between the parties.

ADDENDUM NO. 1

LOCALS 87, 137, 150, 386, 431, 439, 533, 948

SECTION 1-PAYMENTS

Premiums and benefits in effect during the life of the ~~201813-202318~~ Agreement will be continued.

The Employer shall pay into the Western Conference of Teamsters Pension Trust Fund for the account of each employee working under this Agreement, the applicable sum as listed below:

(a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20~~2217~~ - ~~\$2333.021672.63~~ per month

Effective August 1, 20~~2318~~ – To Be Determined

Effective August 1, 20~~2419~~ – To Be Determined

Effective August 1, 20~~2520~~ – To Be Determined

Effective August 1, 20~~2621~~ – To Be Determined

Effective August 1, 20~~2722~~ – To Be Determined

(b) For each employee not covered under (a) above, the payment shall be computed at the rate of:

Effective August 1, 20~~2217~~ – ~~\$9.6513.46~~ per compensable hour

Effective August 1, 20~~2318~~ – To Be Determined

Effective August 1, 20~~2419~~ – To Be Determined

Effective August 1, 20~~2520~~ – To Be Determined

Effective August 1, 20~~2621~~ – To Be Determined

Effective August 1, 20~~2722~~ – To Be Determined

For probationary employees hired on or after August 1st, 2013, the Employer shall pay an hourly contribution rate of ten cents (10¢), (including one cent (1¢) for PEER/84 for ~~full~~part-time employees) during the probationary period as defined in Article 3, Section 1, but in no case for a period longer than the first ninety (90) days from an employee's first date of hire. If and when this period is completed, the full standard contribution rate shall apply. Contributions shall be calculated on the same basis as described in this Article.

Effective January 1, 2008 the employer shall pay twenty-five cents (25¢) per hour for all hours compensated including overtime hours, up to a maximum of 2080 hours per year for all ~~full~~part-time Employees to the Northern California General Teamsters Security Fund (the Trust) in accordance with established remittance rules and practices. These monies are to be used to offset

required retiree contribution amounts for retiree medical coverage. *(The monies for this twenty-five cents were obtained as follows: Ten cents was obtained from negotiating the probationary break in rate in 2002. Fifteen cents was negotiated as new monies in 2007 to become effective 1/1/2008)*

(c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/84 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/84	Total Contribution
August 1, 20 22 17	<u>\$12,649.06</u>	<u>\$.8259</u>	<u>\$13,469.65</u>
August 1, 20 23 18	To Be Determined		
August 1, 20 24 19	To Be Determined		
August 1, 20 25 20	To Be Determined		
August 1, 20 26 21	To Be Determined		
August 1, 20 27 22	To Be Determined		

(d) Time paid for but not worked, such as holidays and vacation time, shall be considered as time worked for the purpose of this Article.

(e) The total amount due for each calendar month shall be remitted in a lump sum not later than the 10th day of the following month. The Company agrees to abide to such rules as may be established by the Trustees of said Trust Fund to facilitate the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of the employees. Failure to make the payments herein provided, within the time specified, shall be a breach of this Agreement.

(f) Effective August 1, 2013, and August 1 of all subsequent years, ten cents (10¢) per hour shall be allocated from each new increase in pension and or general wage increase monies to the Northern California General Teamsters Security Fund (the Trust) in accordance with established remittance rules and practices. These monies shall be paid by the employer for all hours compensated including overtime hours, up to a maximum of 2080 hours per year and are to be used to offset required retiree contribution amounts for retiree medical coverage. If the Trustees of the Trust determine that additional monies are needed to maintain this benefit, said additional monies shall be allocated from the aforementioned new pension and or general wage increases. *The total monies that have been diverted from new pension monies under this Section (f) as of July 31, 2018 is one dollar (\$1.30) per hour. If the trustees of the Trust determine that no additional monies are needed in any year, then those monies will remain in pension or G.W. increases. August 1, 2018 five (\$0.05) per hour will be diverted from the Legal Services.*

SECTION 2 – POSTING NOTICE

The Employer shall make available to all employees in a manner agreed to between the Company and the Union, a copy of the reporting form sent to the Administrator's Office of payments made to the Western Conference of Teamsters Pension Fund on behalf of the employees at the time payments are made.

SECTION 3 – SAVINGS

In accordance with the current practice, effective August 1, 2013, UPS shall make contributions at the rate of ten cents (10¢) per compensable hour into the Northern California General Teamsters Security Fund (the Trust) on behalf of all employees on whose behalf UPS was obligated to make contributions into the Trust immediately prior to August 1, 2013. These monies are to be used to offset required retiree contribution amounts for retiree medical coverage. With respect to employees whose first (1st) hour of employment (or reemployment) with UPS is on or after September 1, 1987, UPS shall make contributions at the rate of ten cents (10¢) per compensable hour into the Northern California General Teamsters Security Fund (the Trust) on behalf of each such employee beginning on the earlier of the employee's achievement of seniority or the employees' completion of six hundred (600) hours of employment (or reemployment) within twelve (12) consecutive calendar months, such contributions to be made retroactively for all compensable hours in the twelve (12) consecutive months immediately preceding achievement of seniority or the completion of six hundred (600) hours of employment (or reemployment) as the case may be. Provided, however, that UPS shall not contribute for more than one hundred seventy-three (173) hours in any calendar month for each covered employee. The total amount due for each calendar month shall be remitted in a lump sum not later than the tenth (10th) day of the following month. UPS acknowledges that it has received a true copy of the Trust and shall be considered a party thereto. It is understood and agreed that UPS accepts the terms and conditions of this Trust and agrees that the Employer Trustees named pursuant to the Trust are its representatives and consents to be bound by the actions and determinations of the Trustees. UPS further agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the audit of hours for which contributions are due, the prompt and orderly collection of contributions, and the accurate recording of such hours. *(The monies for this ten cents were derived by diverting the ten cents from Pacific Coast Benefit Trust in 2002)*

SECTION 4 – RETIREE SUPPLEMENT

In accordance with the current practice, effective the first pay period after August 1, 2013, the Employer shall withhold from the earnings of all full-time employees (from Locals listed above) the amount of \$8.65 per month. These monies shall be sent to the Northern California General Teamsters Security Fund (the Trust) in accordance with established remittance rules and practices. These monies are to be used to offset required retiree contribution amounts for retiree medical coverage that are periodically set by the Trustees of the Teamsters Retiree Trust, who also determine benefit levels based upon available funds.

SECTION 5 – TRUST FUND ACCEPTANCE

Overtime hours, bonus hours, holidays, floating holidays, personal days, jury duty, funeral leave, sick pay, and vacation time payments made in cases of retirement from the Company and

vacation time paid for but not worked, shall be considered as time worked for the purpose of this Addendum, but no payments shall be made for unused sick pay benefits or pro-rated payments made in cases of separation (excluding retirement) from the Company.

ADDENDUM NO. 2

LOCALS 70, ~~287~~, 315, 665, 853, 890, ~~912~~ and 2785

SECTION 1-PAYMENTS

The first pension increase in 20~~18~~23 will be effective August 1, 20~~18~~23. The employer is obligated to pay \$~~0.501~~00 per hour for each employee each year of the contract for Health and Welfare and Pension. The Health and Welfare obligation is to be paid first, with the balance of the money going to pension. If the Health and Welfare costs increase and exceed \$~~0.501~~00 per hour for each employee of each year, then maintenance of benefits will apply with no additional increase to pension for that year.

The pension contributions in each Local Union will vary due to the diversion of new pension contributions to cover the cost of Retiree Health and Welfare benefits.

Premiums and benefits in effect during the life of the ~~2013-2018~~ 2018-2023 Agreement will be continued. The Employer shall pay into the Western Conference of Teamsters Pension Trust Fund for the account of each employee working under this Agreement, the applicable sum as listed below:

A.

1. Local 70

(a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20~~22~~17 - \$~~2686.62~~1811.30 per month

Effective August 1, 20~~23~~18 – TO BE DETERMINED

Effective August 1, 20~~24~~19 - TO BE DETERMINED

Effective August 1, 20~~25~~20 - TO BE DETERMINED

Effective August 1, 20~~26~~21 - TO BE DETERMINED

Effective August 1, 20~~27~~22 - TO BE DETERMINED

(b) For each employee not covered under (a) above, the payment shall be computed at the rate of:

Effective August 1, 20~~22~~~~17~~ - ~~\$15.50~~~~10.45~~ per compensable hour
Effective August 1, 20~~23~~~~18~~ - TO BE DETERMINED
Effective August 1, 20~~24~~~~19~~ - TO BE DETERMINED
Effective August 1, 20~~25~~~~20~~ - TO BE DETERMINED
Effective August 1, 20~~26~~~~21~~ - TO BE DETERMINED
Effective August 1, 20~~27~~~~22~~ - TO BE DETERMINED

(c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/84 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/84	Total Contribution
August 1, 20 22 17	\$14.55 9.81	\$0.95 0.64	\$15.50 10.45
August 1, 20 23 18	TO BE DETERMINED		
August 1, 20 24 19	TO BE DETERMINED		
August 1, 20 25 20	TO BE DETERMINED		
August 1, 20 26 21	TO BE DETERMINED		
August 1, 20 27 22	TO BE DETERMINED		

2. LOCAL (853 Old 287)

(a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20~~22~~~~17~~ - ~~\$1700.37~~~~2055.69~~ per month
Effective August 1, 20~~23~~~~18~~ – TO BE DETERMINED
Effective August 1, 20~~24~~~~19~~ - TO BE DETERMINED
Effective August 1, 20~~25~~~~20~~ - TO BE DETERMINED
Effective August 1, 20~~26~~~~21~~ - TO BE DETERMINED
Effective August 1, 20~~27~~~~22~~ - TO BE DETERMINED

(b) For each employee not covered under (a) above, the payment shall be computed at the rate of:

Effective August 1, 20~~22~~~~17~~ - ~~\$9.81~~11.86 per compensable hour

Effective August 1, 20~~23~~~~18~~ - TO BE DETERMINED

Effective August 1, 20~~24~~~~19~~ - TO BE DETERMINED

Effective August 1, 20~~25~~~~20~~ - TO BE DETERMINED

Effective August 1, 20~~26~~~~21~~ - TO BE DETERMINED

Effective August 1, 2027 - TO BE DETERMINED

(c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/84 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/84	Total Contribution
August 1, 20 22 17	\$9.21 <u>11.14</u>	\$.60 <u>72</u>	\$9.81 <u>11.86</u>
August 1, 20 23 18	TO BE DETERMINED		
August 1, 20 24 19	TO BE DETERMINED		
August 1, 20 25 20	TO BE DETERMINED		
August 1, 20 26 21	TO BE DETERMINED		
August 1, 20 27 22	TO BE DETERMINED		

3. LOCAL 315

(a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20~~22~~~~17~~ - ~~\$2433.55~~1773.17 per month

Effective August 1, 20~~23~~~~18~~—TO BE DETERMINED

Effective August 1, 20~~24~~~~19~~ - TO BE DETERMINED

Effective August 1, 20~~25~~~~20~~ - TO BE DETERMINED

Effective August 1, 20~~26~~~~21~~ - TO BE DETERMINED

Effective August 1, 20~~27~~~~22~~ - TO BE DETERMINED

(b) For each employee not covered under (a) above, the payment shall be computed at the rate of:

Effective August 1, 2022~~17~~ - ~~\$14.04~~10.23 per hour
Effective August 1, 2023~~18~~ – TO BE DETERMINED
Effective August 1, 2024~~19~~ - TO BE DETERMINED
Effective August 1, 2025~~20~~ - TO BE DETERMINED
Effective August 1, 2026~~21~~ - TO BE DETERMINED
Effective August 1, 2027~~22~~ - TO BE DETERMINED

(c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/84 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/84	Total Contribution
Effective August 1, 20 <u>22</u> 17	\$13.189.61	\$0.8662	\$14.04 <u>10.23</u>
Effective August 1, 20 <u>23</u> 18 - TO BE DETERMINED			
Effective August 1, 20 <u>24</u> 19 - TO BE DETERMINED			
Effective August 1, 20 <u>25</u> 20 - TO BE DETERMINED			
Effective August 1, 20 <u>26</u> 21 - TO BE DETERMINED			
Effective August 1, 20 <u>27</u> 22 - TO BE DETERMINED			

4. LOCAL 665 (old 624)

(a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 2022~~17~~ - ~~\$2303.04~~1729.31 per month
Effective August 1, 2023~~18~~ – TO BE DETERMINED
Effective August 1, 2024~~19~~ - TO BE DETERMINED
Effective August 1, 2025~~20~~ - TO BE DETERMINED
Effective August 1, 2026~~21~~ - TO BE DETERMINED
Effective August 1, 2027~~22~~ - TO BE DETERMINED

(b) For each employee not covered under (a) above, the payment shall be computed at the rate of:

Effective August 1, 20~~22~~17 - ~~\$13.2879.977~~ per hour
Effective August 1, 20~~23~~18 – TO BE DETERMINED
Effective August 1, 20~~24~~19 - TO BE DETERMINED
Effective August 1, 20~~25~~20 - TO BE DETERMINED
Effective August 1, 20~~26~~21 - TO BE DETERMINED
Effective August 1, 20~~27~~22 - TO BE DETERMINED

(c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/84 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/84	Total Contribution
August 1, 20 22 <u>17</u>	\$9.368 <u>12.48</u>	\$609 <u>81</u>	\$9.977 <u>13.287</u>
August 1, 20 23 <u>18</u> – TO BE DETERMINED			
August 1, 20 24 <u>19</u> - TO BE DETERMINED			
August 1, 20 25 <u>20</u> - TO BE DETERMINED			
August 1, 20 26 <u>21</u> - TO BE DETERMINED			
August 1, 20 27 <u>22</u> - TO BE DETERMINED			

5. LOCAL 890

(a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20~~22~~17 - ~~\$2419.691897.96~~ per month
Effective August 1, 20~~23~~18 – TO BE DETERMINED
Effective August 1, 20~~24~~19 - TO BE DETERMINED
Effective August 1, 20~~25~~20 - TO BE DETERMINED
Effective August 1, 20~~26~~21 - TO BE DETERMINED

Effective August 1, 20~~27~~~~22~~ - TO BE DETERMINED

(b) For each employee not covered under (a) above, the payment shall be computed at the rate of:

Effective August 1, 20~~22~~~~17~~ - ~~\$13.96~~~~10.95~~ per compensable hour

Effective August 1, 20~~23~~~~18~~ – TO BE DETERMINED

Effective August 1, 20~~24~~~~19~~ - TO BE DETERMINED

Effective August 1, 20~~25~~~~20~~ - TO BE DETERMINED

Effective August 1, 20~~26~~~~21~~ - TO BE DETERMINED

Effective August 1, 20~~27~~~~22~~ - TO BE DETERMINED

(c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/84 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/84	Total Contribution
August 1, 20 22 17	\$10.28 13.11	\$.67 85	\$10.95 13.96
August 1, 20 23 18 – TO BE DETERMINED			
August 1, 20 24 19 - TO BE DETERMINED			
August 1, 20 25 20 - TO BE DETERMINED			
August 1, 20 26 21 - TO BE DETERMINED			
August 1, 20 27 22 - TO BE DETERMINED			

6. LOCAL (~~853 Old 912~~)

(a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20~~22~~~~17~~ - ~~\$1700.37~~~~2055.69~~ per month

Effective August 1, 20~~23~~~~18~~ – TO BE DETERMINED

Effective August 1, 20~~24~~~~19~~ - TO BE DETERMINED

Effective August 1, 20~~25~~~~20~~ - TO BE DETERMINED

Effective August 1, 20~~26~~~~21~~ - TO BE DETERMINED

Effective August 1, 20~~27~~~~22~~ - TO BE DETERMINED

(b) For each employee not covered under (a) above, the payment shall be computed at the rate of:

Effective August 1, 20~~22~~17 - ~~\$9.81~~11.86 per compensable hour
Effective August 1, 20~~23~~18 – TO BE DETERMINED
Effective August 1, 20~~24~~19 - TO BE DETERMINED
Effective August 1, 20~~25~~20 - TO BE DETERMINED
Effective August 1, 20~~26~~21 - TO BE DETERMINED
Effective August 1, 20~~27~~22 - TO BE DETERMINED

(c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/84 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/84	Total Contribution
August 1, 20 22 <u>17</u>	\$9.21 <u>11.14</u>	\$6072	\$9.81 <u>11.86</u>
August 1, 20 23 <u>18</u> – TO BE DETERMINED			
August 1, 20 24 <u>19</u> - TO BE DETERMINED			
August 1, 20 25 <u>20</u> - TO BE DETERMINED			
August 1, 20 26 <u>21</u> - TO BE DETERMINED			
August 1, 20 27 <u>22</u> - TO BE DETERMINED			

7. LOCAL 2785

(a) Monthly contributions for each employee on the payroll during the full calendar month who has been compensated for one hundred sixty (160) hours or more during such month are:

Effective August 1, 20~~22~~17 - ~~\$2419.69~~1897.96 per month
Effective August 1, 20~~23~~18 – TO BE DETERMINED
Effective August 1, 20~~24~~19 - TO BE DETERMINED
Effective August 1, 20~~25~~20 - TO BE DETERMINED
Effective August 1, 20~~26~~21 - TO BE DETERMINED
Effective August 1, 20~~27~~22 - TO BE DETERMINED

(b) For each employee not covered under (a) above, the payment shall be computed at the rate of:

Effective August 1, 20~~22~~17 - ~~\$13.96~~10.95 per compensable hour

Effective August 1, 20~~23~~18 – TO BE DETERMINED

Effective August 1, 20~~24~~19 - TO BE DETERMINED

Effective August 1, 20~~25~~20 - TO BE DETERMINED

Effective August 1, 20~~26~~21 - TO BE DETERMINED

Effective August 1, 20~~27~~22 - TO BE DETERMINED

(c) Effective on the following dates, the Employer will pay total contributions split between amounts for benefit accrual and amounts to pay for PEER/84 under the Program for Enhanced Early Retirement (PEER). The contributions required to provide for PEER will not be taken into consideration for benefit accrual purposes under the plan. The contributions for PEER/84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

	Basic Contribution	PEER/84	Total Contribution
August 1, 20 22 <u>17</u>	\$13.11 <u>10.28</u>	\$0.85 <u>.67</u>	\$13.96 <u>10.95</u>
August 1, 20 23 <u>18</u>	TO BE DETERMINED		
August 1, 20 24 <u>19</u>	TO BE DETERMINED		
August 1, 20 25 <u>20</u>	TO BE DETERMINED		
August 1, 20 26 <u>21</u>	TO BE DETERMINED		
August 1, 20 27 <u>22</u>	TO BE DETERMINED		

B. LOCALS 70, ~~287~~, 315, 665, 853 856, 890, ~~912~~, and 2785

(1) Probationary employees: For probationary employees hired on or after August 1st, 2013 the Employer shall pay an hourly contribution rate of ten cents (\$.10) (including \$0.01 for PEER/84 for ~~full~~part-time employees) during the probationary period as defined in Article 3, Section 1, but in no case for a period longer than the first ninety (90) days from an employee's first date of hire. If and when this period is completed, the full standard contribution rate shall apply. Contributions shall be calculated on the same basis as described in this Article.

C. Time paid for but not worked, such as holidays and vacation time, shall be considered as time worked for the purpose of this Article.

D. The total amount due for each calendar month shall be remitted in a lump sum not later than the 10th day of the following month. The Company agrees to abide to such rules as may be established by the Trustees of said Trust Fund to facilitate the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of the employees. Failure to make the payments herein provided, within the time specified, shall be a breach of this Agreement.

E. Locals 315 and 665 (old 624)

Effective January 1, 2008 the employer shall pay fifteen cents (15¢) per hour for all hours compensated including overtime hours up to a maximum of 2080 hours per year for all part-time employees to the respective Trust Funds in accordance with established remittance rules and practices. These monies are to be used to offset required retiree contribution amounts for retiree medical coverage. *(The monies for this fifteen cents was negotiated as new monies in 2007 to become effective 1/1/2008)*

F. Locals 315 and 665 (old 624)

Effective August 1, 2008, and August 1 of all subsequent years, ten cents (10¢) per hour shall be allocated from each new increase in pension monies to the respective Health and Welfare Trust Funds in accordance with established remittance rules and practices. These monies shall be paid by the employer for all hours compensated including overtime hours, up to a maximum of 2080 hours per year and are to be used to offset required retiree contribution amounts for retiree medical coverage. If the Trustees of a Trust determine that additional monies are needed to maintain this benefit, said additional monies shall be allocated from the aforementioned new pension increases.

G. Locals 70, ~~287~~853, 890, ~~912~~, and 2785

Effective January 1, 2008, UPS shall make contributions at the rate of fifteen cents (15¢) per compensable hour up to a maximum of 2080 hours per year into the Pacific Coast Benefits Trust (herein “Trust”) on behalf of all part-time employees. *(The monies for this fifteen cents was negotiated as new monies in 2007 to become effective 1/1/2008)*

SECTION 2 – POSTING NOTICE

The Employer shall make available to all employees in a manner agreed to between the Company and the Union, a copy of the reporting form sent to the Administrator’s Office of payments made to the Western Conference of Teamsters Pension Fund on behalf of the employees at the time payments are made.

SECTION 3 – SAVINGS

Effective August 1, 2008, UPS shall make contributions into the Pacific Coast Benefits Trust (herein “Trust”) at the rate of 40 cents per hour on behalf of all employees on whose behalf UPS

was obligated to make contributions into the Trust immediately prior to August 1, 2008. With respect to employees whose first (1st) hour of employment (or reemployment) with UPS is on or after August 1, 2008, UPS shall make contributions at the appropriate rate in effect per compensable hour into the Pacific Coast Benefits Trust Fund on behalf of each such employee beginning on the earlier of the employee's achievement of seniority or the employees' completion of six hundred (600) hours of employment (or reemployment) within twelve (12) consecutive calendar months, such contributions to be made retroactively for all compensable hours in the twelve (12) consecutive months immediately preceding achievement of seniority or the completion of six hundred (600) hours of employment (or reemployment) as the case may be. Provided, however, that UPS shall not contribute for more than one hundred seventy-three (173) hours in any calendar month for each covered employee. The total amount due for each calendar month shall be remitted in a lump sum not later than the tenth (10th) day of the following month. UPS acknowledges that it has received a true copy of the Trust and shall be considered a party thereto. It is understood and agreed that UPS accepts the terms and conditions of this Trust and agrees that the Employer Trustees named pursuant to the Trust are its representatives and consents to be bound by the actions and determinations of the Trustees. UPS further agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the audit of hours for which contributions are due, the prompt and orderly collection of contributions, and the accurate recording of such hours.

SECTION 4 – TRUST FUND ACCEPTANCE

Overtime hours, bonus hours, holidays, floating holidays, personal days, jury duty, funeral leave, sick pay, pro-rated sick pay and vacation time payments made in cases of retirement from the Company and vacation time paid for but not worked, shall be considered as time worked for the purpose of this Addendum, but no payments shall be made for unused sick pay benefits or pro-rated payments made in cases of separation (excluding retirement) from the Company.

LETTER OF UNDERSTANDING

ARTICLE 22.3 FULL TIME EMPLOYEE WORK RULES

[No Change]

LETTER OF UNDERSTANDING

SATELLITE FACILITIES

[No Change]

LETTER OF UNDERSTANDING

PEAK SEASON HELPERS ~~2018 -2022~~

The function of the Peak Season Helper is to work under the direction of a package driver. At no time shall an employee be classified as a Peak Season Helper if he/she is not under the direct supervision of and working in conjunction with a package driver. **Prior to the seasonal period, the Local Union may supply the Company with a list of referrals for seasonal positions. The employer shall give the Local Union's list of referrals consideration in hiring.** The following provisions shall apply to Peak Season Helpers:

1. Peak Season Helpers may be used between November 1 and January 15.
2. A minimum of fifty percent (50%) of the helpers working in any given building on any given day shall be from the inside ranks. Such helper work shall be offered by seniority. Utility and Air Drivers may only work as helpers if they are not needed for utility or air work. During this period, when these drivers are needed and thus not available for helper work, they will be guaranteed eight (8) hours that day in combination with their inside job and driving job. This applies to the Peak Season only and there is no obligation to the Company to work anyone on overtime.
3. Inside employees cannot be helpers if it conflicts with their primary job function.
4. The Helper rate of pay **for seniority inside employees** will be as follows for all hours spent in the Helper classification:

~~2018 - \$15.80~~

~~2019 - \$15.80~~

~~2020 - \$15.80~~

~~2021 - \$15.80~~

~~2022 - \$15.80~~

8/1/2023 - \$16.80

8/1/2024 - \$17.80

8/1/2025 - \$18.80

8/1/2026 - \$19.80

8/1/2027 - \$20.80

No Peak season inside helper shall make less than their current inside wage, or the market rate adjustment for outside hires.

~~The above rates will apply to all seniority employees effective November 1, 2018.~~ Off the street helpers will be paid ~~\$11.00 per hour,~~ **no less than the local area minimum wage per hour.**

5. A Helper bid list will be posted for five (5) days. Any inside employees wanting to be considered for Helper work must sign up during this period. The list of successful job bidders, by seniority, will be posted with a copy to the Union.

6. Part-time employees who choose to work as Helpers shall be guaranteed eight (8) hours per day between their primary jobs and their helper assignments. There will be no obligation to the Company to work Helpers overtime; however Helpers will be guaranteed to work their full primary shift.

7. Overtime rates shall apply to all hours worked over eight (8) hours per day in addition to overtime on employee's respective part-time shifts. Overtime rates shall be predicated on the job at the time of overtime.

8. All off the street Helpers will be part time employees. The Company shall provide the Local Union with a list of all off the street Helpers within five (5) days of their start date.

9. The Company will not be obligated to pay Health and Welfare payments for these temporary employees. If these temporary employees work in any other classification, the Company will be obligated to these payments. If the Company retains the employee past the helper period, the Company would be obligated to make retroactive Health and Welfare payments for all hours the employee has worked.

10. The off the street helpers will receive a guarantee of 3.5 hours and receive overtime after eight (8) hours of work per day.

11. All helpers may start and finish on area.

12. All helpers may use a DIAD board or other electronic method to clock on and off.

13. Flexible starting times may be used.

14. Peak Season package driving positions will be offered to employees by seniority in the following order:

A. Full time 22.3 driver qualified employees.

- B. Utility drivers and air drivers
- C. Peak Season hires.

Once a position is accepted, the employee will continue to work in that position until January 15 or until no longer needed. During this period, the employee will no longer work in their regular position. A 22.3, Utility driver, and air driver will be paid 8 hours at their driver rate for any holiday that falls in the period of this accepted position and meets the qualifications of Article 24. The employee will return to his/her regular position upon completion of his/her temporary position or due to lay-off during this period.

15. Helpers are entitled to all personal time outlined in the Labor Contract.

16. In the event UPS enters into any agreement with any Local Union that is superior to what is contained in this agreement, the other Locals will receive that same benefit.