

# Northern California Supplemental Tentative Agreement

TEAMSTER LOCAL UNION NOS. 70, 87, 137, 150, 278, 287, 315, 386, 431, 439,  
490, 533, 624, 665, 856, 890, 912, 948

For the Period Beginning Upon Ratification through July 31, 2013

covering:

The parties reserve the right to correct inadvertent errors and omissions.

Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**.

## Article 1 Union Security

### Section 2. Union Membership

(b) When the Employer needs additional employees, the Employer shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union. **Business Agents and/or the Steward shall be permitted to attend new employee orientations.**

## Article 7 Grievance Procedure

### Section 2. United Parcel Service Labor Management Committee

(a) There shall be a United Parcel Service Labor-Management Committee composed of three (3) representatives of the Union, ~~one of whom shall be a representative of Joint Council 38, one (1) whom shall be a representative of Joint Council 7, and the third (3<sup>rd</sup>) shall be a representative of any Local Union party to this Agreement who is not involved in the dispute,~~ and there shall be three (3) representatives of the Employer. **None of these representatives shall be involved in the dispute.**

### Section 5. Selection of an Impartial Arbitrator

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           | 5. Engler, William |
| 2. Angelo, Tom            | 6. Kagel, John     |
| 3. Askin, Charles         | 7. McKay, Gerald   |
| <b>4. Chertkof, Boren</b> |                    |

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

## ARTICLE 21 JOB CLASSIFICATION AND RATE OF PAY

### SECTION 1

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

	<u>8/1/08</u>	<u>2/1/09</u>	<u>8/1/09</u>	<u>2/1/10</u>	<u>8/1/10</u>
Package Driver	28.70	29.05	29.425	29.80	30.175
Delivery Center					
Positioner	28.62	28.97	29.345	29.72	30.095
Automotive Service	28.17	28.52	28.895	29.27	29.645
Center Clerks	27.69	28.04	28.415	28.79	29.165
Forklift Drivers	28.70	29.05	29.425	29.80	30.175
Air Shuttle Drivers	28.70	29.05	29.425	29.80	30.175
Tractor Drivers and Hostlers: (Including Casuals)					
Single	28.87	29.22	29.595	29.97	30.345
Double Headers	29.05	29.40	29.775	30.15	30.525
2-40's or Triples	29.70	30.05	30.425	30.80	31.175

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	<u>2/1/11</u>	<u>8/1/11</u>	<u>2/1/12</u>	<u>8/1/12</u>	<u>2/1/13</u>
Package Driver	30.55	30.975	31.40	31.875	32.35
Delivery Center					
Positioner	30.47	30.895	31.32	31.795	32.27
Automotive Service	30.02	30.445	30.87	31.345	31.82
Center Clerks	29.54	29.965	30.39	30.865	31.34
Forklift Drivers	30.55	30.975	31.40	31.875	32.35
Air Shuttle Drivers	30.55	30.975	31.40	31.875	32.35
Tractor Drivers and Hostlers: (Including Casuals)					
Single	30.72	31.145	31.57	32.045	32.52
Double Headers	30.90	31.325	31.75	32.225	32.70
2-40's or Triples	31.55	31.975	32.40	32.875	33.35

Full-time Employees Hired During Seasonal Period  
(Oct. 1 through Dec. 31) 75% of start rate

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
<b>Inside Peak</b>						
Season Helper	<b>\$14.20</b>	<b>\$14.20</b>	<b>\$14.45</b>	<b>\$14.70</b>	<b>\$14.95</b>	<b>\$15.20</b>
<b>Off the Street peak Season Helper</b>	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25

Class "C" drivers pulling pup trailers or scat trailers with a package car shall be paid fifteen (\$.15) 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.

All full time employees who have attained seniority as of August 1, ~~2002~~ **2008** shall receive the following general wage increases:

<u>Effective Date</u>	<u>Amount</u>
August 1, <b>2008</b>	<b>\$.35</b>
<b>February 1, 2009</b>	<b>\$.35</b>
August 1, <b>2009</b>	<b>\$.375</b>
<b>February 1, 2010</b>	<b>\$.375</b>
August 1, <b>2010</b>	<b>\$.375</b>
<b>February 1, 2011</b>	<b>\$.375</b>
August 1, <b>2011</b>	<b>\$.425</b>
<b>February 1, 2012</b>	<b>\$.425</b>
August 1, <b>2012</b>	<b>\$.475</b>
<b>February 1, 2013</b>	<b>\$.475</b>

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 ~~2002-2008~~ **2008-2013** Master Agreement.

**SECTION 2**

a. The following wage progression schedule shall cover all full-time employees except apprentices, who are in progression as of August 1, ~~2002~~ **2008** or who enter a full-time job after August 1,

~~2002 other than package, feeder, air or one covered by Article 41, Section 3 of the National Master Agreement. The two (2) year progression will also remain in effect from the date this Agreement becomes effective until August 1, 2008 for those employees entering during this period a full-time job other than package, feeder, air or one covered by Article 41, Section 3 of the 2008-2013 Master Agreement.~~

The rate in effect on July 31, 2002 will be used to calculate the progression rates for the life of this Agreement.

	<u>Rate in Effect on July 31, 2002</u>
Start	70%
Seniority	75%
Seniority Date plus one (1) year	80%
Seniority Date plus 18 months	90%
Seniority Date plus two (2) years	Top Rate

Part-time employees on the payroll as of July 31, 2002, 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) 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.

c. The progression for employees entering a package car driving or other full-time job (other than feeder, an air driver or a job covered by Article 41, Section 3 of the 2008-2013 Master Agreement) position after August 1, ~~2002~~ **2008** shall be as follows

Start	<b>\$16.10</b>
Seniority	<b>\$17.25</b>
Twelve (12) months	<b>\$18.45</b>
Twenty-four (24) months	<b>\$20.75</b>
Thirty-six ( <del>30</del> <b>36</b> ) months	( <del>current</del> top rate)

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Part-time employees on the payroll as of July 31, ~~2002~~ **2008** who subsequently are promoted to full-time employment ~~as a package driver~~ **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 ~~feeder or package car driver~~ **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 NorCal 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 2. Package Car Drivers**

(b) It is agreed that no employee with a seniority date prior to August 1, ~~1996~~ **2008**, 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).

**Article 23**  
**Sick Leave**

**Section 2.**

Employees who desire to accumulate sick leave may accumulate nine (9) days per year up to a maximum of ~~thirty (30)~~ **forty-five (45)** days of such paid sick leave in lieu of the cash payment provided in Section 1 above. However, employees who choose to accumulate sick leave but decide to revert to the cash settlement, during the life of this Agreement, shall receive such cash settlement at the current daily rate of their classification in effect at the time they elect to revert to such cash settlement.

**Article 25**  
**Vacations**

**Section 3**

Vacation periods are not to be arbitrarily assigned to employees during the months of November 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 October.

**It is the understanding of the parties that from January 1<sup>st</sup> through the first three weeks of November, employees shall be allowed to select vacation at 100% of the normal vacation selection ratio. During the Thanksgiving week, 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 1<sup>st</sup> to October 31<sup>st</sup> will be subtracted by employees taking vacations from January 1<sup>st</sup> to March 31<sup>st</sup> and that figure divided by thirty (30) 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, in no case shall any portion of vacation be less than one (1) week.

**Section 8**

If a paid holiday falls within an employee's vacation, said employee **will be granted an additional optional holiday to be taken in accordance with Article 24 of this agreement or be paid eight (8) hours of straight time pay for the holiday.** ~~shall have the option of selecting an additional day with pay immediately preceding (Friday) or following the vacation (Monday). On a Sunday through Thursday workweek it shall be the preceding (Thursday) or following the vacation (Sunday). Such additional day shall be treated as a holiday. In order to exercise this option, an employee, upon selecting his/her vacation, must indicate his/her choice at that time or forfeit his/her option, which day shall be mutually agreed to. Selection shall be by seniority.~~

~~If the employee takes the optional additional day, said employee will not be counted as a number when establishing vacation formula for number of employees permitted off at the same time for that week.~~

~~For the following holidays: Memorial Day, July 4th, and Labor Day, employees will have the option to take the holiday off on the prior Friday or the following Monday as stated above, receive an additional floating holiday or to be paid six (6) days for five (5) days off.~~

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### Section 9.

All employees with three (3) years of employment will receive one (1) optional week (optional week #A) with forty (40) straight time hours for full time employees.

**Option week A is considered earned as soon as the employee has earned their first week of vacation for that year.**

All employees will be entitled to optional vacation week #B. Optional vacation week #B is in lieu of two (2) floating holidays and the employee's birthday and day after birthday plus one (1) additional day (new holiday).

**Employees shall be eligible to select/cash out Option week "B" during the vacation selection period or maintain their four (4) individual holidays. Said option week shall consist of the Birthday/Day After and two (2) floating holidays plus an additional "Bonus Day" that said employee would normally become eligible for during the forthcoming vacation period.**

**The employees will be asked to select their intentions for Option Week "A" and Option Week "B" in February of each year.**

Employees may choose to take optional vacation week #B or maintain their four (4) individual holidays or elect to cash out optional vacation week #B for forty (40) straight time hours.

The optional vacation weeks A and B shall be selected at the time vacation selection is made and are not subject to the pro-rated provisions of this contract.

When selecting vacations provided in Article 7 of this article, each full time employee shall elect to: (a) Receive five (5) days pay (forty (40) straight time hours) to be added to the first weeks vacation pay, or: (b) Take five (5) days of additional vacation with pay at eight (8) straight time hours per day. (c) If a decision is not made at the time vacation selection is made, the optional weeks will be cashed out.

### Article 28 Legal Services Trust Fund

The Employer agrees to contribute ten cents (10¢) per hour up to a maximum of seventeen dollars and thirty cents (\$17.30) for each regular employee into the Western Conference of Teamsters Legal Services Trust Fund for the purpose of providing for employees and their dependents, legal benefits as provided by the trust. **Effective August 1, 2008, an additional five cents (5¢) per hour shall be allocated from the new increase in pension monies to the Western Conference of Teamsters Legal Services Trust Fund for each regular employee and the maximum amount per month shall be increased to twenty five dollars and ninety-five cents (\$25.95).**

### Article 31 Feeder Drivers

#### Section 1. Work Jurisdiction

(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, ~~2002~~ **2008** is transferred to any one of the substitute means of transportation, the driver affected who is on the payroll as of August 1, ~~2002~~ **2008** 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.

#### Addendum No. 1 Local 278

(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 2 Local 856

#### Transfers

See Letter of Understanding

**Transfers and Job Bidding: 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 employees at another location in order to continue working providing however, that such employee is qualified to perform the work of the displaced employee.
- 2) Employees electing to displace the junior employees at another location may bid future jobs posted in that location after being relocated, and will be awarded the bid provided such employee is the most senior bidder.
- 3) Employees laid off may elect to take the layoff until recalled.

c) In reference to the above understanding, it is agreed that the seniority will be dovetailed for all purposes.

d) **Job Reassignment:** Job reassignments will be on an as-needed basis only, due to reduction or transfer of the work. Seniority will be recognized in all job reassignments.

e) When a senior employee is laid off, he or she may exercise their seniority to displace any junior employee at their location for which they are qualified to perform the work. The displaced employee may use his or her seniority to displace any junior employee at the location for which they are qualified to perform the work, or they may elect to take the layoff.

With respect to permanent job openings occurring during the periods from October 1 through and including December 31, any new hires taking such job openings during this "seasonal non-seniority period of time", shall accrue seniority and other contract benefits as if they had been hired during any other part of the year.

Any newly established job classification will be negotiated at the time the job is created.

Any employee laid off on the workday immediately preceding or immediately following one of the holidays shown in Article 24 of the Agreement shall receive eight (8) hours pay at such employee's regular rate of pay for each such day laid off. The above shall not apply when the layoff is the result of bona fide lack of work or for other reasons beyond the control of the Employer. It is intended to discourage a layoff for the sole purpose of working an employee less than the full week, during a week in which a holiday falls.

When a lead clerk is appointed by the Company, he/she will receive fifty cents (\$.50) per hour above their current rate of pay. The Company has the sole right in appointing lead clerks. Seniority has no application in the classification and therefore, no bidding will be conducted. Also the Company has the right to use or not use this position as it sees fit, without the Union's interference.

**Temporary Job Bids:** In cases of temporary job openings caused by some type of absenteeism, the Employer should determine the actual or anticipated length of the absence. If the length of the absence is known from the outset to exceed thirty (30) working days, the Employer shall post a temporary job bid for such job opening stating not only qualifications, but the estimated length of the temporary job opening. If the actual length of absence at the outset is not known and it becomes known within thirty (30) working days that the absence will be at least sixty (60) days from the outset, the aforementioned temporary job bidding procedure shall take place.

The bidding procedure will be conducted in the usual contractual manner. If the job is successfully filled by a Local 856 union employee, the second opening thus created should be filled by assignment in the usual contractual manner.

When the absent employee returns to work, the temporary job bidder shall return to his/her job. When and if it is determined the temporary job opening is to be a permanent job opening, it shall then be bid as such according to the contract. It is understood by the Employer and the Union that temporary Job Bids are confined to the location at which the absence occurs. Should no one bid a temporary job opening, the Employer shall fill such by the usual contractual manner.

Both UPS and Local 856 agree that Local 856 shall not be signatory to or subject to any Sort Agreement unless otherwise mutually agreed to.

**Job Classification and Straight-Time Hourly Rates of Pay**

All full-time seniority employees on the payroll as of July 31, 2002 2008, including employees on the wage progression schedule, will receive the following general wage increase as follows:

<u>Effective Date</u>	<u>Amount</u>
August 1, 2008	\$ .35
February 1, 2009	\$ .35
August 1, 2009	\$ .375
February 1, 2010	\$ .375
August 1, 2010	\$ .375
February 1, 2011	\$ .375
August 1, 2011	\$ .425
February 1, 2012	\$ .425
August 1, 2012	\$ .475
February 1, 2013	\$ .475

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### Job Classification and Straight Time Hourly Rates of Pay

#### Group 3 Business Development Clerk, Human Resources Clerk, Supply Clerk and Data Processing Key Entry Operator:

Effective:	8/1/2002	8/1/2003	8/1/2004	8/1/2005	8/1/2006	8/1/2007
Start:	\$15.63	\$15.63	\$15.63	\$15.63	\$15.63	\$15.63
Seniority:	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75
Sen. Date + 1 yr	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86
Sen. Date + 18 mos	\$20.10	\$20.10	\$20.10	\$20.10	\$20.10	\$20.10
Sen. Date + 2 yrs	\$23.08	\$23.83	\$24.63	\$25.43	\$26.33	\$27.33

Group 4 Payroll Clerk, Accounts Payable Clerk, ~~Accounts Receivable Clerk~~, C.O.D. Associate, Automotive Clerk, General Ledger Clerk and Data Processing Machine Operator, Human Resource Clerk, Data Processing key Entry Operator, Business Development Clerk, Supply Clerk:

#### To be added based on general wage increase.

#### OPERATIONS GROUPS

##### Bad Address Clerk

Effective:	8/1/2002	8/1/2003	8/1/2004	8/1/2005	8/1/2006	8/1/2007
Start:	\$15.63	\$15.63	\$15.63	\$15.63	\$15.63	\$15.63
Seniority:	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75
Sen. Date + 1 yr	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86
Sen. Date + 18 mos	\$20.10	\$20.10	\$20.10	\$20.10	\$20.10	\$20.10
Sen. Date + 2 yrs	\$23.08	\$23.83	\$24.63	\$25.43	\$26.33	\$27.33

Air eClerk, eCenter eClerk, Bad Address Clerk:

#### To be added based on general wage increase.

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:

- 1) There shall be one (1) seniority list at each location of the Employer regardless of the fact that an employee has full-time or part-time status.
- 2) With regard to the six (6) month lock-in in the bidding process, such shall not apply to Union members of Local 856, but it is understood that a given employee

shall not make excessive bidding moves. Changes of one (1) hour or more in start time will be handled under Article 3, Section 11 of the Supplemental Agreement, the intention being that employees whose starting times are changed by one (1) hour or more, first have the right to follow their job before requesting the bid procedure.

- 3) It is understood that part-time employees may be utilized as Customer Counter Clerks during the period commencing with Thanksgiving until Christmas, inclusive, in both the East Bay and North California districts. It is understood that part-time employees will not replace full-time employees and that part-time employees will not be scheduled back-to-back.
- 4) With respect to that certain letter of understanding pertaining to "RED CIRCLE" employees under the 1970-1973 Agreement, it is understood the intent is not to prohibit such employees from bidding to any classification and retraining the "RED CIRCLE" rate of classification bid into.
- 5) It is understood that the 1970-1973 Letter of Understanding regarding the "RED CIRCLE" employees will remain in effect throughout the life of this Agreement.
- 6) All newly hired employees who are referred to the Employer by Local 856 and who have one or more years experience in the transportation industry, shall be hired at the maximum rate provided for the classification hired, provided such employees are capable of performing the work for which they are employed.
- 7) The conditions under which regular part-time employees may be hired must first be approved by Local 856 except when already agreed to.

#### JOB DESCRIPTIONS

##### Accounts payable Clerk

- Responsible for processing payments of district's bills currently paid at this site including the coding and verification of coding of invoices to ensure proper payment and expense distribution, inclusive of acknowledgement of receipt of goods/services are received in good condition
- Sets up accruals monthly for security invoices and light and power invoices
- Researches and resolves issues with vendors on unpaid invoices
- Maintains files and records on invoices
- Must utilize sales and tax guidelines
- Must utilize accrual accounting methods
- Performs other related duties as needed

Billing Inquiry Clerk

- Assists North California District customers with their billing inquiries
- Sets up and processes billing credit adjustments
- When requested, provides copies of invoices to customers
- Performs other related duties as needed

COD Associate

- Research and setup payments based on customer inquiries regarding COD remittances (tracers and concerns)
- Deposit checks and initiate collection efforts as needed on COD's handled incorrectly
- Initiate/process indemnified check images when requested
- Initiate or process stop payments of claim checks not received or stale-dated
- Research and respond to phone inquiries/concerns
- Send out correspondence and/or collection letters to customers regarding COD's
- Performs other related duties as needed

General Ledger Clerk

- Post and balance general ledger reconciliations
- Analyze, verify and follow up on open balance detail until resolution
- Work with other entities to resolve un-reconciled items
- Analyze and reconcile bank statements
- Prepare office cash deposits for cashbook as needed
- Prepare various district tax returns
- Prepare and remit written correspondence
- Process stop payments using the banking on line computer system
- Prepare journal entries for monthly accounting close
- Must utilize advanced accounting, tax and accrual methods
- Maintain files and records in retention areas
- Prepare district year-end tax reporting
- Must utilize capitalization and accrual accounting principles
- Perform other duties as needed.

Payroll Clerk

- Employee must have an ability to work with payroll data and maintain confidentiality while working in a team environment
- Employee must possess excellent communication skills, both verbal and written
- Employee must have a strong math background, computer skills, 10 key skills and be able to interpret and apply Union contract rules
- Primary job responsibilities will be paying district payroll, auditing for accurate payroll details, auditing various payroll reports, including health and welfare pay, sick and vacation pay entitlements
- Processing payroll adjustments, separations, assignment changes and wage levy assignments

- Performs additional duties as directed
- Position requires working overtime as necessary.

Human Resource Clerk

- Maintains and controls HRIS
- 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

- Under close supervision, keys entries into computer and verifies Center Reporting System (CRS) alphabetic and/or numeric data from source documents into a form suitable for data processing
- Handles routine jobs only for which clear instructions and standard, clear input documents are provided
- Keys entry formats for key-to-disk operation or job control.

Automotive Clerk

- Handles all telephone inquiries
- Prepare, sort, post, record, maintain and file all appropriate automotive reports
- Compile, distribute and control Preventive Maintenance Inspection data
- Performs related duties as needed.

Data Processing Machine Operator

- Assigns, directs and checks the work of a group of data entry operators (key punch or key-to-disk)
- Trains less experienced operators
- Assists in the scheduling of data entry jobs
- Monitors the flow of reports and information between data processing and other functions
- Responsible for reports and activities regarding CRS 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 related duties as needed

## OPERATIONS GROUP

Bad Address Clerk

- Corrects addresses on parcels using phone book or other resources (electronic references), cross directories and reference material
- Telephones inquiries to last known phone number
- Completes proper records, logs and post cards.

Air Department Clerk

- Completes required inbound and outbound reports and records
- Fills out required forms and correspondence

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- Processes air merchandise as corrected origin or destination points
- Checks airport equipment such as scanners and radios in and out
- Downloads IPLD scanners and prints reports as needed
- Works with COMPASS system for flight information system
- Answers telephone calls
- Performs general office filing and tracking
- Communicates any special circumstances involving NDA volume
- Advises extended area of extra feeder aircraft needs
- Arranges movement of inbound late Lear volume
- Coordinates the exchange of mis-sorted air packages
- Monitors DHIPS
- Assists BA Clerk when time permits
- Verifies crew transportation and meals
- Performs other related duties as needed

**Center Clerk**

- Handles telephone inquiries about deliveries
- Traces lost or damaged merchandise
- Tabulates and balances fuel and oil reports
- Handles necessary receiving counter volume
- Sorts and transmits outbound tracers and messages
- Processes inbound interdistrict 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

**Supply Clerk**

- Receives and inventories supplies and uniform requisitions
- Maintains records appropriate to inventory
- Performs other related duties as needed

**ALL DEPARTMENTS****Lead Clerk**

- Performs duties of some diversity requiring application of various standard procedures and preparation of use of several types of forms, reports or records
- Requires extensive knowledge of the business and some independent judgments
- Directs the work of others and checks their completed work for errors
- Receives inquiries from customers and the general public regarding a variety of subjects
- Works under a minimum level of supervision
- Performs other related duties as needed

**ADDENDUM NO. 4**

LOCALS 87, ~~94~~, 137, 150, 386, 431, 439, 533, **948**

(except for those employees specifically covered under Addendum 6 of this Supplement)

**SECTION 1-PAYMENTS**

Premiums and benefits in effect during the life of the ~~1997-2002-2008~~ 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, **2008** - **\$1,117.98** per month  
 Effective August 1, **2009** - **\$1,187.31** per month  
 Effective August 1, **2010** - **\$1,256.64** per month  
 Effective August 1, **2011** - **\$1,325.97** per month  
 Effective August 1, **2012** - **\$1,395.31** per month  
~~Effective August 1, 2007 - \$1,057.31 per month~~

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

Effective August 1, **2008** - **\$6.45** per compensable hour  
 Effective August 1, **2009** - **\$6.85** per compensable hour  
 Effective August 1, **2010** - **\$7.25** per compensable hour  
 Effective August 1, **2011** - **\$7.65** per compensable hour  
 Effective August 1, **2012** - **\$8.05** per compensable hour  
~~Effective August 1, 2007 - \$6.10 per compensable hour~~

For probationary employees hired on or after August 1<sup>st</sup>, ~~2002~~ **2008**, 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 ~~August 1, 2002~~ **January 1, 2008** the employer shall pay ~~ten~~ **twenty five** cents (~~10~~ **25**¢) per hour for all hours compensated including overtime hours, up to a maximum of 2080 hours per year for all full-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/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, <b>2008</b>	<b>5.54</b>	<b>.91</b>	<b>6.45</b>
August 1, <b>2009</b>	<b>5.88</b>	<b>.97</b>	<b>6.85</b>
August 1, <b>2010</b>	<b>6.22</b>	<b>1.03</b>	<b>7.25</b>
August 1, <b>2011</b>	<b>6.57</b>	<b>1.08</b>	<b>7.65</b>
August 1, <b>2012</b>	<b>6.91</b>	<b>1.14</b>	<b>8.05</b>
<del>August 1, 2007</del>	<del>5.37</del>	<del>.88</del>	<del>6.40</del>

- (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, ~~2002~~ **2008**, ~~ten cents (10¢) per hour shall be allocated from the new increase in pension monies to the Northern California General Teamsters Security Fund (the Trust) in accordance with established remittance rules and practices. Effective August 1, 2003~~ and August 1 of all subsequent years, ~~an additional ten cents (10¢) five cents (5¢) per hour shall be allocated from each new increase in pension monies 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. 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 increases.~~ **The total monies that have been diverted from new pension monies under this Section (f) as of August 1, 2007 is fifty cents (50¢) per hour.**

#### SECTION 2 – POSTING NOTICE

The Employer shall ~~post on~~ **make available to all the employees bulletin board 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, ~~2002~~ **2008**, 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, ~~2002~~ **2008**. 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

Effective the first pay period after August 1, ~~2002~~ **2008**, 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.

**26-NC****ADDENDUM NO 7****LOCALS 70, 278, 287, 315, 490, 624, 665, 856, 890 AND 912****SECTION 1-PAYMENTS**

Premiums and benefits in effect during the life of the ~~1997-2002-2008~~ 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. Locals 70, 278, 287, 665, 856, 890 and 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, **2008** - **\$1,221.98** per month  
 Effective August 1, **2009** - **\$1,308.64** per month  
 Effective August 1, **2010** - **\$1,395.31** per month  
 Effective August 1, **2011** - **\$1,481.97** per month  
 Effective August 1, **2012** - **\$1,568.64** per month  
~~Effective August 1, 2007 - \$1143.98 per month~~

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

Effective August 1, **2008** - **\$7.05** per compensable hour  
 Effective August 1, **2009** - **\$7.55** per compensable hour  
 Effective August 1, **2010** - **\$8.05** per compensable hour  
 Effective August 1, **2011** - **\$8.55** per compensable hour  
 Effective August 1, **2012** - **\$9.05** per compensable hour  
~~Effective August 1, 2007 - \$6.60 per compensable hour~~

**B. Locals 315, 490 and 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, **2008** - **\$1,204.64** per month  
 Effective August 1, **2009** - **\$1,273.98** per month  
 Effective August 1, **2010** - **\$1,343.31** per month  
 Effective August 1, **2011** - **\$1,412.64** per month  
 Effective August 1, **2012** - **\$1,481.97** per month  
~~Effective August 1, 2007 - \$1143.98 per month~~

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

Effective August 1, **2008** - **\$6.95** per compensable hour  
 Effective August 1, **2009** - **\$7.35** per compensable hour  
 Effective August 1, **2010** - **\$7.75** per compensable hour  
 Effective August 1, **2011** - **\$8.15** per compensable hour

Effective August 1, **2012** - **\$8.55** per compensable hour  
~~Effective August 1, 2007 - \$6.60 per compensable hour~~

(1) Probationary employees:

For probationary employees hired on or after August 1<sup>st</sup>, ~~2002~~ **2008** 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. Locals 70, 315, 490, 856**

Effective August 1, ~~2002~~ **2008**, the Company shall pay into the respective Health and Welfare Trust Funds on behalf of the members of Locals ~~70~~, 315, 490 and 856, the sum of twenty-four cents (24¢) per hour on all hours compensated 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**

Effective August 1, ~~2002~~ **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 for full time employees. (*This twenty four cents was negotiated in 2002.*)

**E. Locals 70, 278, 287, 665, 890 and 912**

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 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, 490 and 624**

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 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 624**

In addition to the contributions required for health and welfare coverage of active employees, the Employer shall contribute an additional forty cents (40¢) per hour, on behalf of all full-time employees, for all hours worked, or paid, 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 wel-

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fare for retirees of Local 624 upon the review, recommendations and agreement with Local 624. *(This forty cents is from monies negotiated in 2002 that is currently being contributed.)*

**H. Locals 70, 278, 287, 665, 856, 890 and 912**

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 <u>Contribution</u>	PEER/80	Total <u>Contribution</u>
August 1, 2008	6.05	1.00	7.05
August 1, 2009	6.48	1.07	7.55
August 1, 2010	6.95	1.14	8.05
August 1, 2011	7.34	1.21	8.55
August 1, 2012	7.77	1.28	9.05
August 1, 2007	5.67	.93	6.60

**I Locals 315, 490 and 624**

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 <u>Contribution</u>	PEER/80	Total <u>Contribution</u>
August 1, 2008	5.96	.99	6.95
August 1, 2009	6.31	1.04	7.35
August 1, 2010	6.65	1.10	7.75
August 1, 2011	7.00	1.15	8.15
August 1, 2012	7.34	1.21	8.55
August 1, 2007	5.67	.93	6.60

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

**K.** 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.

**L. Locals 315, 490 and 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 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.**

**SECTION 2 – POSTING NOTICE**

The Employer shall ~~post on~~ **make available to all the employees bulletin board 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 ~~September 1, 1987~~ **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 ~~September 1, 1987~~ **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

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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**

1. All Article 22.3 jobs shall be first bid to full time employees and secondarily to part time employees.
2. Employees who have gone through a full time progression and bid into an Article 22.3 job shall not be obligated to undergo a second full time wage progression. An employee, who is in full time wage progression at the time of his being awarded an Article 22.3 job, shall not be forced to start his progression over. Employees shall be paid according to the National Master UPS Agreement and the NCSA.
3. Jobs bid under Article 22.3 provisions shall be specific to the job class (i.e. loader, sorter, irreg. driver) and subject to the provisions as outlined in Article 22.3. If an Article 22.3 job is changed by fifty percent (50%) or more, the employee shall have the right to retain the job or exercise their seniority to bump into a different Article 22.3 job. Fifty percent (50%) as used in this article is defined as either the entire first shift job or the entire second shift job being changed. The Union will be notified of any proposed changes to an Article 22.3 position at least thirty (30) days prior to implementation of said changes.
4. Full time laid off employees may on the following Monday in order of their seniority work in or cover an Article 22.3 position that they are qualified to perform

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5. Article 22.3 employees shall be included and made a part of the single full time seniority list in each building where they are located for lay off, bidding purposes and the assignment of overtime.
6. A minimum of 10% full time relief shall be established from the part time employees to cover vacations, leaves of absence or other scheduled absences of 22.3 positions. In operations where there are less than ten (10) 22.3 full time positions, there shall be a minimum of one (1) full time relief position bid. After the full time relief list has been exhausted, part time employees may be used to cover absent 22.3 full time positions. These jobs shall count in the number of 22.3 jobs required under Article 22.3 of the National Master UPS Agreement.
7. Part time employees, who desire to work as Article 22.3 relief, shall sign the Article 22.3 relief bid sheet. In order for a part time employee to be eligible for a relief position, their normal part time shift must be part of the same time slot as the Article 22.3 job they are relieving. The employee will work his regular job during his regular shift at the Company's discretion. Excluding sick leave, vacation and leaves of absence, employees who are unavailable or refuse work on three (3) separate occasions within a three (3) month period shall have their names removed from the relief list. An employee will not be allowed to re-bid to the 22.3 relief list until he has been off of the list for five (5) full calendar months.
8. Part time 22.3 shall not gain full time seniority but shall gain progression credit for one full week in any week they work a day as a 22.3 relief. Progression will reset if the employee is off the relief list for two (2) years.

**LETTER OF UNDERSTANDING  
SATELLITE FACILITIES**

1. Prior to implementing a Satellite facility the Union and the Committee must meet and discuss issues surrounding the implementation of the satellite per Article 38 of the National Master UPSA.
2. It is understood that Satellite facilities are an extension of the Center from which the work originated and its employees remain on the origin Center's seniority list.
3. No employee shall be forced to go to a Satellite facility. A satellite facility shall be staffed in the following order:
  - First: The driver(s) of the route(s) involved shall be allowed to follow their work.
  - Second: Bid to the package qualified full-time employees within the origin building.

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- Third:** Bid to all full-time employees within the origin building.
- Fourth:** Bid to all part-time employees within the origin building.
- Fifth:** Outside hire.
4. All relief drivers will start and finish at the Home Center and be provided transportation to and from the Satellite Facility.
  5. Suitable sanitary facilities shall be available within two (2) miles of the satellite site.
  6. Starting times for satellite centers further than thirty (30) but less fifty (50) miles from the home center shall not be later than 9:30. Starting times for satellite centers further than fifty (50) miles shall not be later than ten (10) o'clock. All other satellite centers will have starting times in accordance with Article 22, Section 4. Mileage for the purpose of this Article shall be determined by placing the exact addresses of the existing center and the satellite facility in MapQuest using the shortest distance formula. In areas where there are existing Satellite Centers, the Union shall inform the Company within thirty (30) days if they wish to red circle the existing start times for those satellite centers.
  7. Shelter from snow and rain shall be provided at all Satellite Facilities which have five (5) or more drivers. Satellite Centers with less than 5 drivers that suffer from extreme conditions shall be subject to review on a case by case basis.

**LETTER OF UNDERSTANDING  
PEAK SEASON HELPERS 2007 - 2012**

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. The following provisions shall apply to Peak Season Helpers:

1. Peak Season Helpers may be used between November 1 and December 31.
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

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Company to work anyone on overtime.

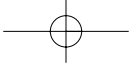
3. Inside employees cannot be helpers if it conflicts with their primary job function.
4. The Helper rate of pay will be as follows for all hours spent in the Helper classification:
 

2007	\$14.20 per hour
2008	\$14.20
2009	\$14.45
2010	\$14.70
2011	\$14.95
2012	\$15.20

The above rates will apply to all seniority employees effective November 1, 2007.

Off the street helpers will be paid \$8.25 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 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 five (5) hours of work per day.
11. All helpers may start and finish on area.



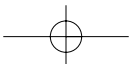
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- 12. All helpers may use a DIAD board to clock on and off.
- 13. Flexible starting times may be used.
- 14. Peak Season package driving positions will be offered to employees by seniority in the following order:
  - A. Full time 22.3 driver qualified 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 December 24 or until no

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- longer needed. During this period, the employee will no longer work in their regular position. 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.



# Northern California Sort Rider Tentative Agreement

TEAMSTER LOCAL UNION NOS. 70, 87, 137, 150, 278, 287, 315, 386, 431, 439,  
490, 533, 624, 665, 856, 890, 912, 948

For the Period Beginning Upon Ratification through July 31, 2013

covering:

The parties reserve the right to correct inadvertent errors and omissions.

Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**.

## Article 1 Union Security

### Section 2. Union Membership

(b) When the Employer needs additional employees, the Employer shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union. **Business Agents and/or the Steward shall be permitted to attend new employee orientations.**

## Article 7 Grievance Procedure

### Section 2. United Parcel Service Labor Management Committee

(a) There shall be a United Parcel Service labor-Management Committee composed of three (3) representatives of the Union, ~~one of whom shall be a representative of Joint Council 38, one (1) whom shall be a representative of Joint Council 7, and the third (3<sup>rd</sup>) shall be a representative of any Local Union party to this Agreement who is not involved in the dispute,~~ and there shall be three (3) representatives of the Employer. **None of these representatives shall be involved in the dispute.**

### Section 5. Selection of an Impartial Arbitrator

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
2. Angelo, Tom
3. Askin, Charles
4. **Chertkof, Boren**
5. Engler, William
6. Kagel, John
7. McKay, Gerald

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

## ARTICLE 18 JOB CLASSIFICATION AND RATE OF PAY

### SECTION 1

(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, ~~2002~~ 2008, and shall receive the following wage increases:

8/1/08	2/1/09	8/1/09	2/1/10	8/1/10	2/1/11	8/1/11	2/1/12	8/1/12	2/1/13
\$ .35/hr	\$ .35/hr	\$ .375/hr	\$ .375/hr	\$ .375/hr	\$ .375/hr	\$ .425/hr	\$ .425/hr	\$ .475/hr	\$ .475/hr

All part-time employees (Hub, Sorters, Preloaders, Tower, Load, Unload, etc.) who have attained seniority as of August 1, 1997, shall receive the following wage increases:

8/1/08	2/1/09	8/1/09	2/1/10	8/1/10	2/1/11	8/1/11	2/1/12	8/1/12	2/1/13
\$ .35/hr	\$ .35/hr	\$ .375/hr	\$ .375/hr	\$ .375/hr	\$ .375/hr	\$ .425/hr	\$ .425/hr	\$ .475/hr	\$ .475/hr

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In addition to the general wage increases above, part time employees who have attained seniority as of August 1, 2002 and were not red circled in or before 1982 shall receive the following increases:

<u>8/1/02</u>	<u>8/1/03</u>	<u>8/1/04</u>	<u>8/1/05</u>	<u>8/1/06</u>	<u>8/1/07</u>
\$ .10/hour	\$ .15/hour	\$ .15/hour	\$ .20/hour	\$ .20/hour	\$ .20/hour

Part-time employees still in progression on the effective date of the Master Agreement August 1, 2008 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 2002-2008 Master Agreement. **Between the date of ratification and August 1, 2008 part-time employees will continue to be paid in accordance with the progression contained in the prior Agreement. The progression set forth in (b) below shall be applied effective August 1, 2008.**

(b) Newly hired part-time employees: All part-time employees who are hired or reach seniority after August 1, 2002 2008 will be paid according to the following wage schedule:

	Hourly rate	
	<u>Preloader-Sorter</u>	<u>All Others</u>
Start	\$ 9.50	\$ 8.50
Start plus ninety (90) calendar days	\$10.0010.50	\$ 9.009.50
Seniority plus one (1) year	\$10.5011.00	\$ 9.5010.00
Seniority plus two (2) years	\$11.0011.50	\$10.0010.50
Seniority plus three (3) years	\$11.5012.00	\$10.5011.00
Seniority plus four (4) years	\$12.2512.87	\$11.2511.87

Employees working high or low volume directs shall receive the preloader/sorter rates.

(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?) hour guarantee.

## Article 20 Sick Leave

### Section 2.

Employees who desire to accumulate sick leave may accumulate nine (9) days per year up to a maximum of ~~thirty (30)~~ **forty-five (45)** days of such paid sick leave in lieu of the cash payment provided in Section 1 above. However, employees who choose to accumulate sick leave but decide to revert to the cash settlement, during the life of this Agreement, shall receive such cash settlement at the current daily rate of their classification in effect at the time they elect to revert to such cash settlement.

## Article 22 Vacations

### Section 2 Paragraph 2

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 (?) 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.**

### Section 3

Vacation periods are not to be arbitrarily assigned to employees during the months of November 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 October.

**It is the understanding of the parties that from January 1<sup>st</sup> through the first three weeks of November, employees shall be allowed to select vacation at 100% of the normal vacation selection ratio. During the Thanksgiving week, 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 1<sup>st</sup> to October 31<sup>st</sup> will be subtracted by employees taking vacations from January 1<sup>st</sup> to March 31<sup>st</sup> and that figure divided by thirty (30) 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, in no case shall any portion of vacation be less than one (1) week.

### Section 8

If a paid holiday falls within an employee's vacation, said employee **will be granted an additional optional holiday to be taken in accordance with Article 24 of this agreement or be paid four (4) hours of straight time pay for the holiday.** ~~shall have the option of selecting an additional day with pay immediately preceding (Friday) or following the vacation (Monday). On a Sunday through Thursday workweek it shall~~

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be the preceding (Thursday) or following the vacation (Sunday). Such additional day shall be treated as a holiday. In order to exercise this option, an employee, upon selecting his/her vacation, must indicate his/her choice at that time or forfeit his/her option, which day shall be mutually agreed to. Selection shall be by seniority.

If the employee takes the optional additional day, said employee will not be counted as a number when establishing vacation formula for number of employees permitted off at the same time for that week.

For the following holidays: Memorial Day, July 4th, and Labor Day, employees will have the option to take the holiday off on the prior Friday or the following Monday as stated above, receive an additional floating holiday or to be paid six (6) days for five (5) days off.

### Section 9

All employees with three (3) years of employment will receive one (1) optional week (optional week #A) with twenty (20) straight time hours for part time employees.

**Option week A is considered earned as soon as the employee has earned their first week of vacation for that year.**

All employees will be entitled to optional vacation week #B. Optional vacation week #B is in lieu of two (2) floating holidays and the employee's birthday and day after birthday plus one (1) additional day (new holiday).

**Employees shall be eligible to select/cash out Option week "B" during the vacation selection period or maintain their four (4) individual holidays. Said option week shall consist of the Birthday/Day After and two (2) floating holidays plus an additional "Bonus Day" that said employee would normally become eligible for during the forthcoming vacation period.**

**The employees will be asked to select their intentions for Option Week "A" and Option Week "B" in February of each year.**

Employees may choose to take optional vacation week #B or maintain their four (4) individual holidays or elect to cash out optional vacation week #B for twenty (20) straight time hours.

The optional vacation weeks A and B shall be selected at the time vacation selection is made and are not subject to the pro-rated provisions of this contract.

When selecting vacations provided in Article 7 of this article, each part time employee shall elect to:

- (a) Receive five (5) days pay (twenty (20) straight time hours) to be added to the first weeks vacation pay, or:
- (b) Take five (5) days of additional vacation with pay at four (4) straight time hours per day.

(c) If a decision is not made at the time vacation selection is made, the optional weeks will be cashed out.

## ADDENDUM NO 1

### LOCALS NOS. 87, 94, 137, 150, 386, 431, 439, 533, 948

~~(except for those employees specifically covered under Addendum 6 of the Northern California Supplemental Agreement)~~

### SECTION 1 – PAYMENTS

Premiums and benefits in effect during the life of the ~~1997-2002-2008~~ 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:

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, 2008 - **\$1,013.98** per month  
 Effective August 1, 2009 - **\$1,083.31** per month  
 Effective August 1, 2010 - **\$1,152.65** per month  
 Effective August 1, 2011 - **\$1,221.98** per month  
 Effective August 1, 2012 - **\$1,291.31** per month  
~~Effective August 1, 2007 - \$953.32 per month~~

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

Effective August 1, 2008 - **\$5.85** per compensable hour  
 Effective August 1, 2009 - **\$6.25** per compensable hour  
 Effective August 1, 2010 - **\$6.65** per compensable hour  
 Effective August 1, 2011 - **\$7.05** per compensable hour  
 Effective August 1, 2012 - **\$7.45** per compensable hour  
~~Effective August 1, 2007 - \$5.50 per compensable hour~~

For probationary employees hired on or after August 1<sup>st</sup>, ~~2002~~ **2008**, the Employer shall pay an hourly contribution rate of ten cents (\$.10) (including \$0.01 for PEER/84 for 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 ~~August 1, 2002~~ **January 1, 2008** the employer shall pay ~~ten twenty five cents (40 25¢)~~ **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-time Employees to the Northern California General Teamsters Security Fund (the Trust) in accordance with established remittance rules and practices.

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These monies are to be used to offset required retiree contribution amounts for retiree medical coverage. *(The monies for this twenty five cents was 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)*

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 PEER will not be taken into consideration for benefit accrual purposes under the plan. The contribution for PEER/84 must at all times be 6.5% of the basic contributions and cannot be decreased or discontinued at any time.

	Basic <u>Contribution</u>	PEER/80	Total <u>Contribution</u>
August 1, 2008	5.49	.36	5.85
August 1, 2009	5.87	.38	6.25
August 1, 2010	6.24	.41	6.65
August 1, 2011	6.62	.43	7.05
August 1, 2012	7.00	.45	7.45
<del>August 1, 2007</del>	<del>5.16</del>	<del>.34</del>	<del>5.50</del>

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

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, ~~2002 2008~~, ~~ten cents (10¢) per hour shall be allocated from the new increase in pension monies to the Northern California General Teamsters Security Fund (the Trust) in accordance with established remittance rules and practices. Effective August 1, 2003 and August 1 of all subsequent years, an additional ten (10¢) five cents (5¢) per hour shall be allocated from each new increase in pension monies 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. 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 increases. The total monies that have been diverted from new pension monies under this Section (f) as of August 1, 2007 is fifty cents (50¢) per hour.~~

### SECTION 2 – POSTING NOTICE

The Employer shall ~~post on~~ **make available to all the**

employees ~~bulletin board~~ **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

(a) Effective August 1, ~~1997 2008~~, UPS shall make contributions into the Pacific Coast Benefits Trust (herein "Trust") at the rate of thirty cents (30¢) per hour on behalf of all employees on whose behalf UPS was obligated to make contributions into the Trust immediately prior to August 1, ~~1993 2008~~. With respect to employees whose first (1st) hour of employment (or reemployment) with UPS is on or after August 1, 1993, 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 by 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.

(b) Effective August 1, ~~2002 2008~~, ten cents (10¢) per hour shall, be allocated to the Northern California General teamsters Security Fund (the Trust) on behalf of all part-time employees qualified under Addendum 1 of the Northern California Sort Rider in accordance with established remittance rules and practices. These monies are to be used to offset required retiree contribution amounts for retiree medical coverage. This ten cents (10¢) was originally part of a forty (40¢) cent allocation to the Pacific Coast Benefits Trust.

### SECTION 4 – RETIREE SUPPLEMENT

Effective the first pay period after August 1, ~~2002 2008~~, the Employer shall withhold from the earnings of all part-time employees (from the Locals listed above) the amount of \$8.65 per month. These monies shall be sent to the Northern

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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 co-pay amounts for retiree medical coverage.

**ADDENDUM 2 (3 pages)**

**LOCALS NOS. 70, 278, 287, 315, 490, 624, 665, 890, and 912**

**SECTION 1 – PAYMENTS**

Premiums and benefits in effect during the life of the ~~1997-2002-2008~~ 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. Locals 70, 278, 287, 665, 856, 890 and 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, 2008 - \$1,117.98 per month  
 Effective August 1, 2009 - \$1,204.64 per month  
 Effective August 1, 2010 - \$1,291.31 per month  
 Effective August 1, 2011 - \$1,377.97 per month  
 Effective August 1, 2012 - \$1,464.64 per month  
 Effective August 1, 2007 - \$1,039.98 per month

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

Effective August 1, 2008 - \$6.45 per compensable hour  
 Effective August 1, 2009 - \$6.95 per compensable hour  
 Effective August 1, 2010 - \$7.45 per compensable hour  
 Effective August 1, 2011 - \$7.95 per compensable hour  
 Effective August 1, 2012 - \$8.45 per compensable hour  
 Effective August 1, 2007 - \$6.00 per compensable hour

**B. Locals 315, 490 and 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, 2008 - \$1,100.65 per month  
 Effective August 1, 2009 - \$1,169.98 per month  
 Effective August 1, 2010 - \$1,239.31 per month  
 Effective August 1, 2011 - \$1,308.64 per month  
 Effective August 1, 2012 - \$1,377.97 per month  
 Effective August 1, 2007 - \$1,039.98 per month

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

Effective August 1, 2008 - \$6.35 per compensable hour  
 Effective August 1, 2009 - \$6.75 per compensable hour  
 Effective August 1, 2010 - \$7.15 per compensable hour  
 Effective August 1, 2011 - \$7.55 per compensable hour  
 Effective August 1, 2012 - \$7.95 per compensable hour  
 Effective August 1, 2007 - \$6.00 per compensable hour

For probationary employees hired on or after August 1<sup>st</sup>, 2002 2008, the Employer shall pay an hourly contribution rate of ten cents (\$.10) (including \$0.01 for PEER/84 for 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. Locals 70, 278, 287, 665, 856, 890 and 912**

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/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, 2008	6.06	.39	6.45
August 1, 2009	6.53	.42	6.95
August 1, 2010	7.00	.45	7.45
August 1, 2011	7.46	.49	7.95
August 1, 2012	7.93	.52	8.45
August 1, 2007	5.63	.37	6.00

**D. Locals 315, 490 and 624**

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/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, 2008	5.96	.39	6.35
August 1, 2009	6.34	.41	6.75
August 1, 2010	6.71	.44	7.15
August 1, 2011	7.09	.46	7.55
August 1, 2012	7.46	.49	7.95
August 1, 2007	5.63	.37	6.00

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

**G. Locals 315, 490 and 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)**

**H. Locals 315, 490 and 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 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.**

**I. Locals 70, 278, 287, 665, 890 and 912**

**Effective January 1, 2008, UPS shall make contributions at the rate of fifteen cents (15¢) per hour for all hours compensated 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)**

**SECTION 2 – POSTING NOTICE**

The Employer shall ~~post on~~ **make available to all the employees bulletin board 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.

**26-NC****SECTION 3 – SAVINGS**

Effective August 1, ~~1997~~ **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, ~~1993~~ **2008**. With respect to employees whose first (1st) hour of employment (or reemployment) with UPS is on or after August 1, 1993, 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 by 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.

**LETTER OF UNDERSTANDING****Article 22.3 Full Time Employee Work Rules**

- 1. All Article 22.3 jobs shall be first bid to full time employees and secondarily to part time employees.**
- 2. Employees who have gone through a full time progression and bid into an Article 22.3 job shall not be obligated to undergo a second full time wage progression. An employee, who is in full time wage progression at the time of his being awarded an Article 22.3 job, shall not be forced to start his progression over. Employees shall be paid according to the National Master UPS Agreement and the NCSA.**
- 3. Jobs bid under Article 22.3 provisions shall be specific to the job class (i.e. loader, sorter, irreg. driver) and subject to the provisions as outlined in Article 22.3. If an Article 22.3 job is changed by fifty percent (50%) or more, the employee shall have the right to retain the**

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job or exercise their seniority to bump into a different Article 22.3 job. Fifty percent (50%) as used in this article is defined as either the entire first shift job or the entire second shift job being changed. The Union will be notified of any proposed changes to an Article 22.3 position at least thirty (30) days prior to implementation of said changes.

4. Full time laid off employees may on the following Monday in order of their seniority work in or cover an Article 22.3 position that they are qualified to perform
5. Article 22.3 employees shall be included and made a part of the single full time seniority list in each building where they are located for lay off, bidding purposes and the assignment of overtime.
6. A minimum of 10% full time relief shall be established from the part time employees to cover vacations, leaves of absence or other scheduled absences of 22.3 positions. In operations where there are less than ten (10) 22.3 full time positions, there shall be a minimum of one (1) full time relief position bid. After the full time relief list has been exhausted, part time employees may be used to cover absent 22.3 full time positions. These jobs shall count in the number of 22.3 jobs required under Article 22.3 of the National Master UPS Agreement.
7. Part time employees, who desire to work as Article 22.3 relief, shall sign the Article 22.3 relief bid sheet. In order for a part time employee to be eligible for a relief position, their normal part time shift must be part of the same time slot as the Article 22.3 job they are relieving. The employee will work his regular job during his regular shift at the Company's discretion. Excluding sick leave, vacation and leaves of absence, employees who are unavailable or refuse work on three (3) separate occasions within a three (3) month period shall have their names removed from the relief list. An employee will not be allowed to re-bid to the 22.3 relief list until he has been off of the list for five (5) full calendar months.
8. Part time 22.3 shall not gain full time seniority but shall gain progression credit for one full week in any week they work a day as a 22.3 relief. Progression will reset if the employee is off the relief list for two (2) years.

**LETTER OF UNDERSTANDING  
SATELLITE FACILITIES**

1. Prior to implementing a Satellite facility the Union and the Committee must meet and discuss issues surrounding the implementation of the satellite per Article 38 of the National Master UPSA.

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2. It is understood that Satellite facilities are an extension of the Center from which the work originated and its employees remain on the origin Center's seniority list.
3. No employee shall be forced to go to a Satellite facility. A satellite facility shall be staffed in the following order:
  - First: The driver(s) of the route(s) involved shall be allowed to follow their work.
  - Second: Bid to the package qualified full-time employees within the origin building.
  - Third: Bid to all full-time employees within the origin building.
  - Fourth: Bid to all part-time employees within the origin building.
  - Fifth: Outside hire.
4. All relief drivers will start and finish at the Home Center and be provided transportation to and from the Satellite Facility.
5. Suitable sanitary facilities shall be available within two (2) miles of the satellite site.
6. Starting times for satellite centers further than thirty (30) but less fifty (50) miles from the home center shall not be later than 9:30. Starting times for satellite centers further than fifty (50) miles shall not be later than ten (10) o'clock. All other satellite centers will have starting times in accordance with Article 22, Section 4. Mileage for the purpose of this Article shall be determined by placing the exact addresses of the existing center and the satellite facility in MapQuest using the shortest distance formula. In areas where there are existing Satellite Centers, the Union shall inform the Company within thirty (30) days if they wish to red circle the existing start times for those satellite centers.
7. Shelter from snow and rain shall be provided at all Satellite Facilities which have five (5) or more drivers. Satellite Centers with less than 5 drivers that suffer from extreme conditions shall be subject to review on a case by case basis.

**LETTER OF UNDERSTANDING  
PEAK SEASON HELPERS 2007 - 2012**

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. The following provisions shall apply to Peak Season Helpers:

1. Peak Season Helpers may be used between November 1 and December 31.

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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 will be as follows for all hours spent in the Helper classification:

2007	\$14.20 per hour
2008	\$14.20
2009	\$14.45
2010	\$14.70
2011	\$14.95
2012	\$15.20

The above rates will apply to all seniority employees effective November 1, 2007.

Off the street helpers will be paid \$8.25 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 5 days of their start date.

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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 five (5) hours of work per day.
11. All helpers may start and finish on area.
12. All helpers may use a DIAD board 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 December 24 or until no longer needed. During this period, the employee will no longer work in their regular position. 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.

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