

## **AGREEMENT Sort**

Agreement for the period of August 1, ~~2013~~ **2018** through July 31, ~~2018~~ **2023**

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

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

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

### **ARTICLE 3 - SENIORITY AND LAYOFFS**

#### **SECTION 3 - NOTICE OF LAYOFF**

All employees are to be given notice posted on in a bulletin board **designated location which the Labor Manager and the Union will mutually decide, for the assignments of the work week, start times of an** impending layoffs not later than the beginning of the last shift worked prior to the commencement of such layoffs. It is the responsibility of the employer to notify by phone, any affected employees that are not working the day of the posting. All phone calls will be verified by a shop steward of the Local Union and a log be maintained. It is the responsibility of the employee to insure his/her contact information is accurate. The Union will be provided a copy of the layoff notices by fax or by email on the same day they are posted. The above notice of layoff shall not apply during any emergency beyond the Employer's control, provided notification is given to the employee at least one (1) hour prior to the start of the employee's shift.

#### **SECTION 6 - CLOSED OR PARTIALLY CLOSED CENTERS OR HUBS**

Whenever a center or hub is closed or partially closed, the employees affected will be entitled to follow the work and their seniority will be dovetailed in the new location. In the event the employees affected elect not to follow the work, it shall be offered to the other employees at the

center or hub in seniority order. In the event no employee elected to follow the work and it becomes necessary to reduce the working force, the provisions of Article 3, Section 2-Application of Seniority, shall apply. In the event of closing or partially closing any hub or operating center, the Employer shall notify the Union of its intent and post the amount and type of positions affected and the date of such contemplated action at least thirty (30) days in advance.

(a) Transfers: In cases of proven need it is agreed by the Employer and the Local Union involved, that an employee shall be permitted to transfer from one (1) company facility to another, provided said employee has a Transfer Request Form on file stating his/her ~~reasons and~~ desired facility into which they wish to transfer. Any such transfer shall take place only within the area covered by the Northern California Supplemental Agreement and only prior to hiring from the outside. Any such transfers shall be limited to ~~four (4) people, two (2) full-time and two (2) part-time~~ **employees**, per year per destination facility. Such employees shall retain company seniority for the purpose of fringe benefits but shall be placed at the bottom of the appropriate seniority list. It is the employee's responsibility to verify all benefits at the requested transfer location. Benefits may vary by state and location. The medical, dental, vision, retiree medical coverage and pension rates may be less or non-existent in the location you desire. Contact the Local Union having jurisdiction over the area you wish to transfer to for all information pertaining to the area benefits.

(b) Election of shift transfer: Qualified part-time employees with six (6) months or more seniority may bid permanent vacancies and new permanent jobs on a different shift in all months except October, November and December.

Up to twenty five percent (25%) of the employees of a given Sort shall be allowed to bid shifts in any calendar year. An employee electing to bid shift shall remain on such shift for at least six (6) months.

For layoffs in excess of one (1) day, seniority on separate shifts will be integrated for the purpose of layoff and rehire.

## **SECTION 8 - SENIORITY LIST**

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

## **SECTION 11 - RECOGNITION OF SENIORITY**

The company recognizes that the principles of seniority will be given prime consideration in the everyday operation of the business.

## ARTICLE 7 - GRIEVANCE PROCEDURE

### 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. ~~Askin, Charles~~ **Katherine Thompson**
3. Brogen, Margaret
4. Durick, Michael
5. Kagel, John
6. ~~Staudohar, Paul~~ **Guy Prihar**
7. Winograd, Barry
8. **Stephan Hayford**
9. **Mark Brustein**

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

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

## ARTICLE 11 - GENERAL PROVISIONS

### SECTION 6 - TIME CLOCKS

The Employer shall install time clocks. Such time clocks must be kept accurate. Employees shall punch in on such time clocks when they report to work and shall punch out when all work is completed. The Employer shall not alter an employee's time card in any manner without clearing the alteration with the employee. Upon request, an employee may inspect the record of his/her time for the previous day's work. An employee will be allowed to view the operation report for

the current pay period for the purpose of checking his/her hours worked. The Employer agrees to provide forms for the employee to record his/her daily starting and ending times. The Company agrees to audit, on a regular basis, to ensure the availability of time clocks in all operations at the same locations as any other device used to record employees work time.

**In accordance with Article 12 of the NMUPSA an employee's hours worked, and rate of pay shall be available for review electronically by the affected employee on a Company maintained website.**

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

## **SECTION 9 - PHYSICAL EXAMINATIONS**

If the Employer requests an employee to take a physical examination, including examinations required by the Department of Motor Vehicles, Public Utilities Commission or Interstate Commerce Commission, the Employer shall bear the costs of such examination and shall compensate the employee for the time involved in taking the examination. The Employer shall also bear the cost of pre-employment physical examination if such examination is required. Time spent for pre-employment examinations shall not be paid for, this includes part-time to full-time employment.

~~The company shall be prohibited from including on any medical forms language obligating the employee to release medical records regarding his/her medical history.~~

**The Company will not ask employees to sign any medical release forms that give it unlimited access to employees' medical history/information. UPS may request employees sign a form to release the minimum medical information/history necessary to address employee issues (e.g., ADA release form shall not require release of any medication history/information except for the information relevant to the restrictions that require an accommodation) or to comply with applicable law (e.g. Workers' Compensation, DOT drug test results). Both parties agree that there are certain third-party administrators of UPS programs (i.e. Workers' Compensation, FMLA, LTD) that may utilize their own release forms. However, when signing a release with the third-party administrator, the Company will have no access to that medical history/information, with the exception of information that the third party administrator must share with the Company due to applicable laws and regulations or that is necessary for UPS to administer the program according to its terms and/or applicable law. Any information released to UPS in accordance with this section will be retained in accordance with the Company's Record Retention Schedule and in no event will they be used or disclosed except as otherwise permitted by this section.**

The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the employee's expense.

In the event of disagreement between the physician selected by the Employer and the physician selected by the employee, the Employer and the employee's physician shall together select a third (3rd) physician within thirty (30) days whose opinion shall be final. The third (3rd) physician's fees shall be equally divided between the employee and the Employer.

The Employer or its designee shall not visit an employee at his/her home, without his/her consent. No representative of the Employer shall be permitted to accompany an employee while he/she is receiving medical treatment and/or being examined by a medical provider, without the employee's consent.

## ARTICLE 17 - TERM OF AGREEMENT

This Agreement shall become effective August 1, ~~2013~~ **2018** and shall continue in full force and effect to and including July 31, ~~2018~~ **2023**, and shall be considered as renewed from year to year thereafter unless either party hereto shall give written notice to the other of its desire to modify or terminate the Agreement, and such notice must be given at least sixty (60) days prior to the expiration of this Agreement.

## ARTICLE 18 - JOB CLASSIFICATION AND RATE OF PAY

### SECTION 1- RATES

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

Part-time employees hired after July 2, 1982 shall be red-circled at their current rate of pay as of July 31, ~~2013~~ **2018**, and shall receive the following wage increases:

Effective Date	Amount
August 1, <del>2013</del> <b>2018</b>	\$ .70
August 1, <del>2014</del> <b>2019</b>	\$ <del>.70</del> <b>.75</b>
August 1, <del>2015</del> <b>2020</b>	\$ <del>.70</del> <b>.80</b>
August 1, <del>2016</del> <b>2021</b>	\$ <del>.40</del> <b>.90</b>
February 1, 2017	\$ .40
August 1, <del>2017</del> <b>2022</b>	\$ <del>.50</del> <b>1.00</b>
February 1, 2018	\$ .50

All part-time employees (Hub, Sorters, Preloaders, Tower, Load, Unload, etc.) who have attained seniority as of August 1, ~~2013~~ **2018**, shall receive the following wage increases:

Effective Date	Amount
August 1, <del>2013</del> <b>2018</b>	\$ .70
August 1, <del>2014</del> <b>2019</b>	\$ <del>.70</del> <b>.75</b>
August 1, <del>2015</del> <b>2020</b>	\$ <del>.70</del> <b>.80</b>
August 1, <del>2016</del> <b>2021</b>	\$ <del>.40</del> <b>.90</b>

February 1, 2017 — \$ .40  
 August 1, 2017 ~~2022~~ \$ ~~.50~~ **1.00**  
 February 1, 2018 — \$ .50

Part-time employees still in progression on August 1, 2013 **2018** shall receive the above contractual increases and will be paid no less than what they are entitled to in accordance with Article 22, Section 5 of the 2013-2018 **2018-2023** Master Agreement. The progression set forth in (b) below shall be applied effective August 1, 2013 **2018**.

(b) Newly hired part-time employees:

All part-time employees who are hired or reach seniority after August 1, 2013 **2018**, will be paid according to the following wage schedules:

<b>August 1, 2018</b>	<b>\$13.00</b>
<b>August 1, 2019</b>	<b>\$14.00</b>
<b>August 1, 2020</b>	<b>\$14.50</b>
<b>August 1, 2021</b>	<b>\$15.00</b>
<b>August 1, 2022</b>	<b>\$15.50</b>

	Hourly Rate	Hourly Rate
	Preloader/Sorter	All Others
Start	\$11.00	\$10.00
Seniority plus one (1) year	\$11.50	\$10.50
Seniority plus two (2) years	\$12.00	\$11.00
Seniority plus three (3) years	\$13.00	\$12.00
Seniority plus four (4) years	\$13.50	\$12.50

~~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 1/2) hour guarantee.

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

## ARTICLE 19 - HOURS OF WORK

### SECTION 2 - OVERTIME

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

- (a) In excess of forty (40) straight time hours in any workweek;
- (b) For all hours worked on a sixth (6th) day of work during the **Scheduled** work- week; ~~and;~~
- ~~(c) For work on Saturdays for those employees on a Monday through Friday workweek.~~
- (c) **Double time ( 2 times) for all hours worked on a seventh day of the scheduled work week.**

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

## ARTICLE 23 - HEALTH AND WELFARE

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

A total of \$1.00 per hour has been negotiated for Health and Welfare and Pension contributions for each year of the contract. If maintenance of benefits for Health and Welfare increases are less than \$1.00 per hour, the remainder will be allocated for pension contributions on August 1<sup>st</sup> of each contractual year.

<del>8/1/13</del>	<del>—————</del>	<del>\$ .50 per hour contributed to the pension.</del>
1/1/14	<b>18</b>	\$1.00 per hour Health and Welfare increase to be determined by plan.
1/1/15	<b>19</b>	\$1.00 per hour Health and Welfare increase to be determined by plan.
1/1/16	<b>20</b>	\$1.00 per hour Health and Welfare increase to be determined by plan.
1/1/17	<b>21</b>	\$1.00 per hour Health and Welfare increase to be determined by plan.
1/1/18	<b>22</b>	\$1.00 per hour Health and Welfare increase to be determined by plan.

In the event the Health and Welfare plans increase is over \$1.00 per hour in a contractual year, maintenance of benefits will cover all increases over \$1.00 per hour and there will be no pension increases for the affected contractual year. (Pension rates will vary depending on Health and Welfare costs which may be different in each plan.)

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

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

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

## **ARTICLE 25 - LEGAL SERVICES TRUST FUND**

The Employer agrees to contribute ten cents (10 cents) per hour up to a maximum of seventeen dollars and thirty cents (\$17.30) per month 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).

**Effective August 1, 2018 the Employer will contribute only ten cents (\$0.10) per hour up to a maximum of seventeen dollars and thirty cents (\$17.30) per month for each regular employee in the Western Conference of Teamsters Legal Services Trust Fund and each local union will divert the five cents (\$0.05) per hour allocation established on August 1, 2008 to offset retiree contribution amounts for retiree medical coverage or to employee pensions. The diversions shall be to the applicable trust fund and in accordance with established remittance rules and practices. The diversion shall be paid by the employer for all hours compensated including overtime hours, up to a maximum of 2080 hours per year. Allocations may only be diverted in accordance with the Memorandum of Understanding (MOU).**

## **ARTICLE 26 - MISCELLANEOUS PROVISIONS**

### **SECTION 12 - FUNERAL LEAVE**

In the event of a death of a member of the employee's family, a seniority employee shall be allowed a reasonable time off to attend the funeral, or other bereavement rite. Time off shall not extend



beyond the day of the funeral unless an additional day is required for travel, except as provided below. In no event will total compensated time off exceed four (4) scheduled work days. The employee will be reimbursed at ~~eight (8)~~ **four (4)** times the employee's straight time hourly rate for each day lost from work for those employees whose regularly scheduled workweek is five (5) days, ~~and ten (10) times the straight time hourly rate for those employees whose regularly scheduled workweek is four (4) days.~~

A regular ~~full~~ **part**-time employee shall be guaranteed two (2) days off to be taken between the day of death and two (2) working days following the funeral provided the employee attends the funeral or other bereavement rite.

Members of the employee's family means spouse, child, stepchild, grandchild, father, mother, brother, sister, grandparents, mother-in-law, ~~and~~ father-in-law **and step parents**. ~~Part-time employees will enjoy the same benefits as above, paid at four (4) times the employee's hourly rate.~~

An employee shall be allowed one (1) day off to attend the funeral of a sister-in-law or a brother in-law. Reimbursement for this day shall be the same as outlined above.

**FOR INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS**

By: Marty Frates  
Negotiating Committee Chairman

**FOR NEGOTIATING COMMITTEE**

By: Dave Hawley  
By: Marty Frates  
By: Peter Nunez  
By: Perry Hogan  
By: Joseph Cilia  
By: Mike Yates  
By: Mark Hawkins  
By: Alberto Ruiz  
By: Debbie Calkins

**FOR UNITED PARCEL SERVICE**

By: Robert Pina  
Negotiating Committee Chairman

**FOR NEGOTIATING COMMITTEE**

By: Lindsay Marshall  
By: Brian Person  
By: Michael Carnefix  
By: Robert Pina  
By: Frank Cademarti  
By: Veronica Angin  
By: Chad Crouch  
By: Robert Lawson  
By: Lori Seymour  
By: Sal Mignano  
By: Mark Oty  
By: Ryan Thibodeau

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

**FOR TEAMSTER LOCAL UNIONS:**

No. 70 By: Marty Frates, Mark Hawkins  
No. 87 By: Joseph Sumlin  
No. 137 By: Dave Hawley  
No. 150 By: Perry Hogan, Dale Wentz, Alan Daurie  
No. 287 By: Jerry Sweeney  
No. 315 By: Don E. Garcia, Alberto Ruiz, Nick Berry  
No. 386 By: Jeff Berdion, Bryan Ronngren  
No. 431 By: Peter Nunez  
No. 439 By: Geoff Donnelley, Steve Lins, Alex Roybal  
No. 533 By: Debbie Calkins  
No. 665 By: Mike Yates  
No. 856 By: Malia Vella  
No. 890 By: Jose Perez  
No. 912 By: Steven Lua  
No. 948 By: Adam Ochoa  
No. 2785 By: Joseph Cilia, Troy Mosqueda

## ADDENDUM NO. 1

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

### SECTION 1-PAYMENTS

Premiums and benefits in effect during the life of the ~~2007–2013~~2018-2023 Agreement will be continued.

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

(a) 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, 2013 ~~2017~~ - \$~~1,377.97~~ **\$1,672.63** per month

Effective August 1, 2014 ~~2018~~ – To Be Determined

Effective August 1, 2015 ~~2019~~ – To Be Determined

Effective August 1, 2016 ~~2020~~ – To Be Determined

Effective August 1, 2017 ~~2021~~ – To Be Determined

**Effective August 1, 2022 – To Be Determined**

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

Effective August 1, 2013 ~~2017~~ – \$7.95 **\$9.65** per compensable hour

Effective August 1, 2014 ~~2018~~ – To Be Determined

Effective August 1, 2015 ~~2019~~ – To Be Determined

Effective August 1, 2016 ~~2020~~ – To Be Determined

Effective August 1, 2017 ~~2021~~ – To Be Determined

**Effective August 1, 2022 – To Be Determined**

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

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

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

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

	Basic Contribution	PEER/84	Total Contribution
August 1, <del>2013</del> <b>2017</b>	\$7.47 <b>\$9.06</b>	-\$ .48 <b>\$0.59</b>	\$7.95 <b>\$9.65</b>
August 1, <del>2014</del> <b>2018</b>	To Be Determined		
August 1, <del>2015</del> <b>2019</b>	To Be Determined		
August 1, <del>2016</del> <b>2020</b>	To Be Determined		
August 1, <del>2017</del> <b>2021</b>	To Be Determined		
<b>August 1, 2022</b>	<b>To Be Determined</b>		

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

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

(f) Effective August 1, 2013, and August 1 of all subsequent years, ten cents (10¢) per hour shall be allocated from each new increase in pension and or general wage increase monies to the Northern California General Teamsters Security Fund (the Trust) in accordance with established remittance rules and practices. These monies shall be paid by the employer for all hours compensated including overtime hours, up to a maximum of 2080 hours per year and are to be used to offset required retiree contribution amounts for retiree medical coverage. If the Trustees of the Trust determine that additional monies are needed to maintain this benefit, said additional monies shall be allocated from the aforementioned new pension and or general wage increases. *The total monies that have been diverted from new pension monies under this Section (f) as of August 1, 2012 **July 31, 2018** is one dollar **thirty cents** (~~\$1.00~~ **\$1.30**) per hour. If the trustees of the Trust determine that no additional monies are needed in any year, then those monies will remain in pension or G.W. increases. **August 1, 2018 five (\$0.05) per hour will be diverted from the Legal Services.***

## ADDENDUM NO. 2

**LOCALS 70, 287, 315, 665, 890, 912 and 2785**

### **SECTION 1-PAYMENTS**

The first pension increase in ~~2013~~ **2018** will be effective August 1, ~~2013~~ **2018**. The employer is obligated to pay \$1.00 per hour for each employee each year of the contract for Health and Welfare and Pension. The Health and Welfare obligation is to be paid first, with the balance of the money going to pension. If the Health and Welfare costs increase and exceed \$1.00 per hour for each employee of each year, then maintenance of benefits will apply with no additional increase to pension for that year.

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

Premiums and benefits in effect during the life of the ~~2008—2013~~ **2018 – 2023** Agreement will be continued.

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

**A.**

#### **1. Local 70**

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

Effective August 1, ~~2013~~ **2017** - \$1,551.30 **\$1,811.30** per month

Effective August 1, ~~2014~~ **2018** – To Be Determined

Effective August 1, ~~2015~~ **2019** – To Be Determined

Effective August 1, ~~2016~~ **2020** – To Be Determined

Effective August 1, ~~2017~~ **2021** – To Be Determined

**Effective August 1, 2022 – To Be Determined**

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

Effective August 1, 2013 ~~2017~~ – \$8.95 **\$10.45** per compensable hour

Effective August 1, 2014 ~~2018~~ – To Be Determined

Effective August 1, 2015 ~~2019~~ – To Be Determined

Effective August 1, 2016 ~~2020~~ – To Be Determined

Effective August 1, 2017 ~~2021~~ – To Be Determined

**Effective August 1, 2022 – To Be Determined**

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

	Basic Contribution	PEER/84	Total Contribution
August 1, 2013 <del>2017</del>	\$8.40 <del>\$9.81</del>	-.55 <del>\$0.64</del>	\$8.95 <del>\$10.45</del>
August 1, 2014 <del>2018</del>	To Be Determined		
August 1, 2015 <del>2019</del>	To Be Determined		
August 1, 2016 <del>2020</del>	To Be Determined		
August 1, 2017 <del>2021</del>	To Be Determined		
<b><u>August 1, 2022</u></b>	<b><u>To Be Determined</u></b>		

**2. LOCAL 287**

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

Effective August 1, 2013 ~~2017~~ - \$1,507.97 **\$1,700.37** per month

Effective August 1, 2014 ~~2018~~ – To Be Determined

Effective August 1, 2015 ~~2019~~ – To Be Determined

Effective August 1, 2016 ~~2020~~ – To Be Determined

Effective August 1, 2017 ~~2021~~ – To Be Determined

**Effective August 1, 2022 – To Be Determined**

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

Effective August 1, 2013 ~~2017~~ – \$8.70 **\$9.81** per compensable hour

Effective August 1, 2014 ~~2018~~ – To Be Determined

Effective August 1, 2015 ~~2019~~ – To Be Determined

Effective August 1, 2016 ~~2020~~ – To Be Determined

Effective August 1, 2017 ~~2021~~ – To Be Determined

**Effective August 1, 2022 – To Be Determined**

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

	Basic Contribution	PEER/84	Total Contribution
August 1, 2013 <del>2017</del>	<del>\$8.17</del> <b><u>\$9.21</u></b>	<del>-\$ .53</del> <b><u>\$ .60</u></b>	<del>\$8.70</del> <b><u>\$9.81</u></b>
August 1, 2014 <del>2018</del>	To Be Determined		
August 1, 2015 <del>2019</del>	To Be Determined		
August 1, 2016 <del>2020</del>	To Be Determined		
August 1, 2017 <del>2021</del>	To Be Determined		
<b><u>August 1, 2022</u></b>	<b><u>To Be Determined</u></b>		

**3. LOCAL 315**

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

Effective August 1, 2013 ~~2017~~ - ~~\$1,426.51~~ **\$1,773.17** per month  
Effective August 1, 2014 ~~2018~~ – To Be Determined  
Effective August 1, 2015 ~~2019~~ – To Be Determined  
Effective August 1, 2016 ~~2020~~ – To Be Determined  
Effective August 1, 2017 ~~2021~~ – To Be Determined  
**Effective August 1, 2022 – To Be Determined**

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

Effective August 1, 2013 ~~2017~~ – ~~\$8.23~~ **\$10.23** per compensable hour  
Effective August 1, 2014 ~~2018~~ – To Be Determined  
Effective August 1, 2015 ~~2019~~ – To Be Determined  
Effective August 1, 2016 ~~2020~~ – To Be Determined  
Effective August 1, 2017 ~~2021~~ – To Be Determined  
**Effective August 1, 2022 – To Be Determined**

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



	Basic Contribution	PEER/84	Total Contribution
August 1, <del>2013-2017</del>	<del>\$7.73</del> <b><u>\$9.61</u></b>	<del>\$.50</del> <b><u>\$.62</u></b>	<del>\$8.23</del> <b><u>\$10.23</u></b>
August 1, 2014 <b><u>2018</u></b> – TO BE DETERMINED			
August 1, 2015 <b><u>2019</u></b> - TO BE DETERMINED			
August 1, 2016 <b><u>2020</u></b> - TO BE DETERMINED			
August 1, 2017 <b><u>2021</u></b> - TO BE DETERMINED			
<b><u>August 1, 2022 - TO BE DETERMINED</u></b>			

**4. LOCAL 665 (old 624)**

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

Effective August 1, 2013 **2017** - \$1,464.64 **\$1,729.31** per month  
 Effective August 1, 2014 **2018** – To Be Determined  
 Effective August 1, 2015 **2019** – To Be Determined  
 Effective August 1, 2016 **2020** – To Be Determined  
 Effective August 1, 2017 **2021** – To Be Determined  
**Effective August 1, 2022 – To Be Determined**

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

Effective August 1, 2013 **2017** – \$8.45 **\$9.977** per compensable hour  
 Effective August 1, 2014 **2018** – To Be Determined  
 Effective August 1, 2015 **2019** – To Be Determined  
 Effective August 1, 2016 **2020** – To Be Determined  
 Effective August 1, 2017 **2021** – To Be Determined  
**Effective August 1, 2022 – To Be Determined**

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

	Basic Contribution	PEER/84	Total Contribution
August 1, 2013- <b><u>2017</u></b>	<del>\$7.93</del> <b><u>\$9.368</u></b>	<del>\$.52</del> <b><u>\$.609</u></b>	<del>\$8.45</del> <b><u>\$9.977</u></b>
August 1, 2014 <b><u>2018</u></b> – TO BE DETERMINED			
August 1, 2015 <b><u>2019</u></b> - TO BE DETERMINED			
August 1, 2016 <b><u>2020</u></b> - TO BE DETERMINED			
August 1, 2017 <b><u>2021</u></b> - TO BE DETERMINED			
<b><u>August 1, 2022 -To Be Determined</u></b>			

## **5. LOCAL 890**

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

Effective August 1, 2013 ~~2017~~ - \$1,551.30 **\$1,897.96** per month

Effective August 1, 2014 ~~2018~~ – To Be Determined

Effective August 1, 2015 ~~2019~~ – To Be Determined

Effective August 1, 2016 ~~2020~~ – To Be Determined

Effective August 1, 2017 ~~2021~~ – To Be Determined

**Effective August 1, 2022 – To Be Determined**

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

Effective August 1, 2013 ~~2017~~ – \$8.95 **\$10.95** per compensable hour

Effective August 1, 2014 ~~2018~~ – To Be Determined

Effective August 1, 2015 ~~2019~~ – To Be Determined

Effective August 1, 2016 ~~2020~~ – To Be Determined

Effective August 1, 2017 ~~2021~~ – To Be Determined

**Effective August 1, 2022 – To Be Determined**

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

	Basic Contribution	PEER/84	Total Contribution
August 1, 2013 <del>2017</del>	\$8.40 <b><u>\$10.28</u></b>	\$.55 <b><u>\$.67</u></b>	\$8.95 <b><u>\$10.95</u></b>
August 1, 2014 <del>2018</del>	– TO BE DETERMINED		
August 1, 2015 <del>2019</del>	– TO BE DETERMINED		
August 1, 2016 <del>2020</del>	– TO BE DETERMINED		
August 1, 2017 <del>2021</del>	– TO BE DETERMINED		
<b><u>August 1, 2022 -To Be Determined</u></b>			

## **6. LOCAL 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, 2013 ~~2017~~ - \$1,507.97 **\$1,700.37** per month

Effective August 1, 2014 ~~2018~~ – To Be Determined

Effective August 1, ~~2015~~ **2019** – To Be Determined  
 Effective August 1, ~~2016~~ **2020** – To Be Determined  
 Effective August 1, ~~2017~~ **2021** – To Be Determined  
**Effective August 1, 2022 – To Be Determined**

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

Effective August 1, ~~2013~~ **2017** – \$~~8.70~~ **\$9.81** per compensable hour  
 Effective August 1, ~~2014~~ **2018** – To Be Determined  
 Effective August 1, ~~2015~~ **2019** – To Be Determined  
 Effective August 1, ~~2016~~ **2020** – To Be Determined  
 Effective August 1, ~~2017~~ **2021** – To Be Determined  
**Effective August 1, 2022 – To Be Determined**

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

	Basic Contribution	PEER/84	Total Contribution
August 1, <del>2013-2017</del>	<del>\$8.17</del> <b>\$9.21</b>	<del>\$.53</del> <b>\$.60</b>	<del>\$8.70</del> <b>\$9.81</b>
August 1, <del>2014</del> <b>2018</b> – TO BE DETERMINED			
August 1, <del>2015</del> <b>2019</b> - TO BE DETERMINED			
August 1, <del>2016</del> <b>2020</b> - TO BE DETERMINED			
August 1, <del>2017</del> <b>2021</b> - TO BE DETERMINED			
<b><u>August 1, 2022 -To Be Determined</u></b>			

## **7. LOCAL 2785**

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

Effective August 1, ~~2013~~ **2017** - \$~~1,551.30~~ **\$1,897.96** per month  
 Effective August 1, ~~2014~~ **2018** – To Be Determined  
 Effective August 1, ~~2015~~ **2019** – To Be Determined  
 Effective August 1, ~~2016~~ **2020** – To Be Determined  
 Effective August 1, ~~2017~~ **2021** – To Be Determined  
**Effective August 1, 2022 – To Be Determined**

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

Effective August 1, ~~2013~~ **2017** – \$~~8.95~~ **\$10.95** per compensable hour  
 Effective August 1, ~~2014~~ **2018** – To Be Determined

Effective August 1, ~~2015~~ **2019** – To Be Determined  
 Effective August 1, ~~2016~~ **2020** – To Be Determined  
 Effective August 1, ~~2017~~ **2021** – To Be Determined  
**Effective August 1, 2022 – To Be Determined**

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

	Basic Contribution	PEER/84	Total Contribution
August 1, <del>2013-2017</del>	<del>\$8.40</del> <b><u>\$10.28</u></b>	<del>\$.55</del> <b><u>\$.67</u></b>	<del>\$8.95</del> <b><u>\$10.95</u></b>
August 1, <del>2014</del> <b><u>2018</u></b> – TO BE DETERMINED			
August 1, <del>2015</del> <b><u>2019</u></b> - TO BE DETERMINED			
August 1, <del>2016</del> <b><u>2020</u></b> - TO BE DETERMINED			
August 1, <del>2017</del> <b><u>2021</u></b> - TO BE DETERMINED			
<b><u>August 1, 2022 -To Be Determined</u></b>			

## LETTER OF UNDERSTANDING

### LETTER OF UNDERSTANDING PEAK SEASON HELPERS 2018 -2022 ~~2013-2018~~

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

~~2013 \$15.20 per hour~~

~~2014 \$15.20~~

~~2015 \$15.50~~

~~2016 \$15.50~~

~~2017 \$15.50~~

~~2018 \$15.80~~

**2018 - \$15.80**

**2019 - \$15.80**

**2020- \$15.80**

**2021- \$15.80**

**2022- \$15.80**

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

The above rates will apply to all seniority employees effective ~~November 1, 2013~~ **November 1, 2018**. Off the street helpers will be paid \$8.25 **\$11.00** 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~~ **eight (8)** hours of work per day.

11. All helpers may start and finish on area.

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

13. Flexible starting times may be used.

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

- A. Full time 22.3 driver qualified employees.
- B. Utility drivers and air drivers
- C. Peak Season hires.

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

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

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