

**U.P.S. SORT AGREEMENT**  
**JOINT COUNCIL NO. 3 (Montana, Utah, Idaho)**  
**LOCAL UNION NO.'S 2, 190, 222, 983**  
For the Period August 1, 2023 thru July 31, 2028

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

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

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

**ARTICLE 1. PARTIES TO THE ADDENDUM                      NO CHANGE**

**ARTICLE 2. SENIORITY**

**SECTION 1. PROBATIONARY PERIOD    NO CHANGE**

**SECTION 2. SENIORITY LISTS**

(a) **NO CHANGE**

(b) **NO CHANGE**

(c) **NO CHANGE**

**SECTION 3. OPERATING CENTER SENIORITY**

Operation center seniority by classification shall control, except as otherwise provided in this Article. Employees shall work off separate seniority lists by classification for each operation center under this Agreement.

Employees who are laid off for a period of five (5) consecutive days, in a building that contains more than one (1) operating center, shall be allowed to exercise their classification seniority to displace the least senior employee within the same classification in any other operational center in such building. The employee must return to ~~his/her~~ their original position when work becomes available.

Employees that have their job permanently eliminated can exercise their seniority to displace ~~the least any less~~ senior part-time employee within any other preferred position on their shift for which they are qualified. Employees selecting a sort or pick off position will be allowed a thirty (30) day pre-qualification period on their own time from the date of original notification from the Company of their job elimination. In all instances the employee must have more company seniority than the employee being displaced. This displaced employee can exercise their seniority to displace any less senior part-time employee within any other position on their

shift for which they are qualified. ~~The~~ That displaced employee will be assigned by the Company.

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

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

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

**SECTION 7. EXTRA WORK ASSIGNMENT**

All extra work shall be according to seniority standing wherever practicable. Extra employees without seniority shall not work an overtime or premium shift when regulars are available. All employees with seniority standing shall be given an opportunity for preferential job assignment; provided, such employees are able to do the work. If any dispute arises as to whether the employee is qualified to handle equipment, or perform the work, the Company will grant the employee a trial trip under supervision to determine ~~his/her~~ their qualifications.

An employee may not work more than two (2) shifts in any twenty-four (24) hour period, including work as an air driver, unless by mutual agreement.

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

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

**SECTION 9. BIDDING AND JOB OPENINGS** **NO CHANGE**

**ARTICLE 3. WORK DAY-WORK WEEK**

**SECTION 1. ALL EMPLOYEES** **NO CHANGE**

**SECTION 2. DAILY GUARANTEE** **NO CHANGE**

**SECTION 3. OVERTIME PAY** **NO CHANGE**

**SECTION 4. STARTING TIME**

(a) An employee shall be given reasonable notice at least two (2) hours prior to the start of their shift, when being advised not to report for work.

(b) **NO CHANGE**

(c) Start times shall be posted on the prior Friday of the week for which the starting times shall be effective. Start times shall be consistent during the week except as provided in the provisions outlined in Article 21 of the WRSA.

**ARTICLE 4. INSPECTION PRIVILEGES                      NO CHANGE**

**ARTICLE 5. EQUIPMENT SALE                              NO CHANGE**

**ARTICLE 6. WORK ASSIGNMENT                         NO CHANGE**

**ARTICLE 7. UTILITY DRIVERS**

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

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

(c) The Employer shall work utility drivers in company seniority order within their assigned center. These utility drivers may be used to cover absentees, overflow work, vacations, etc., but will continue to be carried on their appropriate part-time seniority list. **Utility drivers shall not work in any center where there are laid off full-time drivers.** Should any such employee work more than eight (8) hours in any combination of work in one (1) day, all time in excess of eight (8) hours in that day will be at time and one half (1 ½). Utility drivers who work in centers located in hub buildings where hub work is available will be guaranteed eight (8) hours pay. In other locations where hub work is not available, the eight (8) hour guarantee will not apply.

**ARTICLE 8. REST PERIODS                                      NO CHANGE**

**ARTICLE 9. HOLIDAYS**

**SECTION 1.**

The following holidays shall be observed and paid to all eligible employees. Eligible employees shall receive four (4) hours pay at their regular rate of pay.

New Year's Day	<b><u>Martin Luther King, Jr. Day</u></b>
Memorial Day	July 4th
Labor Day	Thanksgiving Day
Day After Thanksgiving	Christmas
New Year's Eve	(4) Personal <b><u>Holidays</u></b>

## SECTION 2. ELIGIBILITY FOR HOLIDAY

(a) NO CHANGE

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

(c) NO CHANGE

## SECTION 3. SUNDAY HOLIDAYS

NO CHANGE

## SECTION 4. WORK ON HOLIDAYS

Work performed on holidays shall be compensated at ~~time and one-half (1½)~~ **double time (2)**, plus holiday pay. Employees with regular shifts overlapping a holiday shall have holidays advanced or delayed, and, in either case, same shall be celebrated and paid as a holiday.

## SECTION 5. ADVANCE OR DELAY OF HOLIDAY

NO CHANGE

## SECTION 6. HOLIDAY DURING VACATION

NO CHANGE

## SECTION 7. HOLIDAY PAY DURING LAYOFF

NO CHANGE

## SECTION 8. SELECTION OF PERSONAL HOLIDAYS

(a) NO CHANGE

(b) In part-time operations, centers working two hundred (200) or more employees, a minimum of six (6) employees will be allowed off per day for their "Personal Holiday". In part-time operations, centers working one hundred and fifty (150) or more employees, a minimum of five (5) employees will be allowed off per day for their "Personal Holiday." In part-time operations, centers working one hundred and twenty (120) or more employees, a minimum of four (4) employees will be allowed off per day for their "Personal Holiday". In part-time operations, centers working sixty (60) or more employees, a minimum of three (3) employees will be allowed off per day for their "Personal Holiday". In part-time operations, centers working thirty (30) or more employees, a minimum of two (2) employees will be allowed off per day for their "Personal Holiday". In centers with under thirty (30) employees, a minimum of one (1) employee will be allowed off per day. **For every fifty (50) employees in excess of two hundred (200) an additional personal holiday will be allowed.**

## ARTICLE 10. VACATIONS

### SECTION 1. VACATION ACCRUAL

NO CHANGE

### SECTION 2. VACATION PAY

Vacation pay for employees will be on a twenty-~~two and one half (20)~~ **(22.5)** straight time hours of pay per week for each week of vacation earned basis.

**SECTION 3. OPTION WEEK**

(a) NO CHANGE

(b) NO CHANGE

(c) NO CHANGE

**(d) If an employee chooses not to take their option week as a full week of vacation, they may choose to break their option week into five (5) individual days. If the days will be used individually then they shall be bid in accordance with Article 9 Section 8. The decision to break up the days or take as a full week must be made at the time of vacation selection. If no selection is made by the employee at this time, then it will default to a full option week.**

**SECTION 4. ELIGIBILITY**

**NO CHANGE**

**SECTION 5. PRO-RATED VACATIONS**

**NO CHANGE**

**SECTION 6. VACATION SCHEDULE**

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

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

No. of Employees	No. on Vacation Per Week
1 – 9	1
10 – 17	2
18 – 23	3
24 – 30	4
31 – 37	5
38 – 43	6
44 – 49	7
50 – 56	8
57 – 63	9

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

eligible employees in a classification, a minimum of two (2) employees will be allowed on vacation during these same weeks. ~~for the remaining months.~~

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

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

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

(b) NO CHANGE

(c) NO CHANGE

(d) NO CHANGE

SECTION 7. EFFECTS OF LEAVES OF ABSENCE NO CHANGE

SECTION 8. EFFECT OF UNEMPLOYMENT COMPENSATION NO CHANGE

SECTION 9. SORT TO FULL-TIME ADDENDUM NO CHANGE

#### ARTICLE 11. SICK LEAVE

SECTION 1. RATES OF ACCRUAL NO CHANGE

SECTION 2. AMOUNT OF PAY NO CHANGE

SECTION 3. SICK LEAVE BANK NO CHANGE

SECTION 4. CASH OUT

(a) NO CHANGE

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

SECTION 5. COORDINATION OF BENEFITS NO CHANGE

**ARTICLE 12. PENSION (DATES CHANGED TO REFLECT NEW TERM OF CBA)**

**ARTICLE 13. HEALTH AND WELFARE**

**NO CHANGE**

**ARTICLE 14. COST OF LIVING**

**NO CHANGE**

**ARTICLE 15. CLASSIFICATIONS - WAGES - TRAINING RATES**

**SECTION 1. WAGES**

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

**SECTION 2.**

(a) A classification will be established for helpers. A helper is defined as a person who may be used to assist the driver in the handling of packages for delivery and pick up purposes only and shall not be permitted to drive package vehicles. Helpers may be used commencing November 1st through the ~~Friday~~ Saturday of the second full week in January the following year. From January 1<sup>st</sup> through the ~~Friday~~ Saturday of the second full week in January, regular part-time inside employees shall be offered helper work in seniority order prior to using the peak season helpers. Any deviations of this language would be by mutual agreement between the Company and the Union.

The Company will be allowed to use helpers during the Sundance Film Festival in Park City, Utah. Helpers may only be used on scheduled weekdays of the event.

(b) **NO CHANGE**

(c) **NO CHANGE**

(d) **NO CHANGE**

**SECTION 3.**

Any claim of payroll error must be presented to the Employer within ninety (90) days from a payroll period for which the error is claimed. The Employer also has ninety (90) days from a payroll period in which the Company claims an overpayment has been made to present the employee and Union a claim for such overpayment. Failure to meet the time limits mentioned above will result in the Employer, the Union, and employee agreeing that the payroll is correct. Any time limits on a money claim due to an alleged contract violation shall be in accordance with the applicable grievance provisions. Nothing in this section will prohibit the employee from pursuing payroll-related wage claims with the applicable city, state, or federal entity.

**ARTICLE 16. SAVINGS**

**NO CHANGE**

**ARTICLE 17. LEGAL SERVICES TRUST FUND**

**NO CHANGE**

## ARTICLE 18. DURATION

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

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