



# UPS / Local 705 Negotiations Company Proposals

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## Company Proposal # 1

### Proposed change to Article: 3 Section: 3

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#### Section 3.3. Dues Checkoff and Joint Dues Committee

The Union and the Employer shall establish a Joint Dues Committee to review the deduction and remittance of union dues. This Committee is charged with the responsibility of ensuring that dues are accurately deducted and remitted in a timely manner to the Union. It is anticipated that this Committee shall serve as a source of continuing study regarding the most efficient, accurate and expeditious deduction and payment of dues, including exploring electronic solutions. The Union and the Employer shall establish procedures for the operation of this Committee.

The Employer agrees to deduct from the pay of all employees covered by this Agreement the initiation fees, dues and/or uniform assessments of the Union. Employees shall be under an obligation to pay dues from the first day of employment unless prohibited by law. However, initiation fees and/or assessments shall begin with the pay period following seniority. Dues in the amount designated by the Union shall be deducted from the first paycheck of new employees, **excluding those hired from outside to fill vacation vacancies and for peak season**, and then from subsequent paychecks in accordance with the specified weekly amount. The Union shall provide the Employer a weekly amount to be deducted from each employee. The Union shall individually specify the weekly amount to be deducted for initiation fees, union dues and/or assessments. For initiation fees and assessments, the Union shall notify the Employer the number of weeks these deductions are to be taken from the employee. Notification of deductions to be made by the Employer for the benefit of the Union must be received at least one month prior to the date the deduction is to be made. The obligation of the Union to provide this information shall be satisfied by the transmission of a computer file in mutually agreeable format.

The Employer shall provide a remittance to the Union within 15 days following the check date the deduction was taken. With each remittance, the Employer shall submit a report, by center and/or sort, listing all employees alphabetically with their social security number and job classification. For those employees who had no deduction for the week, the Employer shall provide a reason. In the event the Union does not want to receive a weekly remittance, the Employer shall provide a monthly remittance by the 15th day of the following month. However, if this option is chosen, the Employer shall still make weekly deductions as described above.

The Employer shall provide a list of peak season employees to the Union. The company agrees to honor the dues' checkoff cards for peak season employees.

Where law requires written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

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**Company Proposal # 2**

**Proposed change to Article: 7 Section: 1 #3**

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**Section 7.1.**

Differences between the Employer and the Union as to the application or interpretation of any of the provisions of this Agreement, including the question of whether an employee has been disciplined or discharged for just cause, shall be settled by the following grievance and arbitration procedure.

1. a) The Employee shall discuss any issues or complaints with a supervisor, or

b) The Union Steward or Business Agent shall discuss any issues or complaints with the appropriate supervisor or manager.

2. If the Employee's issue or complaint is not resolved in step 1, the Employee shall discuss the issue or complaint with his/her steward and the appropriate supervisor or manager.

3. If the parties fail to agree on the dispute or issue the steward and/or the assigned Business Agent shall promptly be authorized to submit a written grievance to the Employer with a copy provided to and retained by the Business Agent within ~~thirty (30)~~ **ten (10)** calendar days of the occurrence or knowledge of the occurrence. Grievances relating solely to discharge or discipline shall be filed within ~~fifteen (15)~~ **ten (10)** calendar days of the notice of discipline.

4. Failure to follow the above grievance filing period as outlined in subparagraph 3 above may result in the dismissal of the grievance.

5. Unresolved grievances may be submitted to the UPS/705 Grievance Committee. The UPS/705 Grievance Committee shall consist of an equal number of members selected by the Employer and the Union

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**Company Proposal # 3**

**Proposed change to Article: 7, Section: 1 (#9) and Article 8**

**Article 7, Section 1 (#9)**

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9. On all deadlocked contract interpretation grievances to which the Union has provided timely notice of its intent to arbitrate, the Company and the Union shall select from a list of seven (7) **arbitrators, who are members of the National Academy of Arbitrators. The list shall names to** be furnished by the Federal Mediation and Conciliation Service or American Arbitration Association, at the Union's request, from which list the Employer and the Union shall each alternatively strike three (3) different names, and the person whose name remains shall be designated as the arbitrator. When choosing an arbitrator, either party may reject a panel in its entirety one time. Upon rejecting the panel, the party shall immediately request and pay for a new panel.

**Article: 8**

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Any time this Agreement specifically allows for expedited arbitration of an issue, either party shall provide written notice of its intent to submit the matter to expedited arbitration. Unless the parties mutually agree to otherwise, the matter shall proceed immediately to expedited arbitration. The party providing notice shall immediately request a list of eleven (11) names from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA), **who are members of the National Academy of Arbitrators,** from which list the Employer and the Union shall each alternatively strike five (5) names, and the person whose name remains shall be designated as the arbitrator. Unless mutually agreed to otherwise, the expedited arbitration shall occur within thirty (30) days of the arbitrator's selection. Should an arbitrator be unable to hear the matter within thirty (30) days of the arbitrator's selection, either party shall have the right to request from FMCS or AAA a new list of eleven (11) names from which list the Employer and the Union shall select an arbitrator in accordance with the procedure set forth in this paragraph until the parties are able to obtain an arbitrator who shall commit to hearing the case within thirty (30) days. The costs of any subsequent lists that may be necessary in order to secure an arbitrator who shall hear the case within thirty (30) days shall be borne equally by the parties. Unless mutually agreed to otherwise, upon seven (7) days of receipt of the transcript from the court reporter, either party may submit a brief to the arbitrator. The arbitrator shall be required to render a decision within ten (10) days of receipt of briefs. The fees and expenses of the expedited arbitration shall be borne by the loser.

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**Company Proposal # 4**

**Proposed change to Article: 22 Section: 3**

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**Full time Combination Employee Work Rules**

1) All newly created or vacated 22.3 jobs shall be bid to all full-time employees in full-time seniority order and to part-time employees in part-time seniority order on a three-for-one basis [three (3) full-time then one (1) directly to part-time].

- a) If a full-time rotation bid is not filled by a full time employee, it shall be bid to the part time workforce according to the procedure in b) below. The successful bidder's hourly rate shall be commensurate with the position into which he/she bid.
- b) Part-time employees shall be eligible to place their names on the 22.3 combination job intent list for Local 705's jurisdiction upon completion of their part-time progression as outlined in Article 22.5 (b). This list will be used to fill the rotational bid to the part-time employees and will also be used if there is not a successful bidding employee in a) above. **Part-time employees on the intent list who fail to respond to or decline a full-time job offer will be removed from the intent list for the life of the Agreement.**
- c) If the job is not filled in accordance with b) above, it will be bid to the remaining part-time employees at the building where the opening exists.
- d) Local 705 shall receive an updated list of employees, in seniority order, that are on the combination job intent list on a quarterly basis.

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**Company Proposal # 5**

**Proposed change to Article: 44 Section: 1**

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Employees hired to fill vacancies during the vacation period, or hired only for peak season (October 1st through the second full week of January) shall not be entitled to seniority. No new Employees shall be hired if Employees on the Seniority list are available at adjoining Centers and willing to perform the work. Part-timers who have worked to fill vacancies, **and/or during peak season,** in the package car or feeder classifications, who successfully bid into a permanent opening, shall have all days worked filling vacancies, **and/or during peak season in during** the twelve months prior to the first day worked on the bid job deducted from the applicable progression. ~~**It is understood that the filling of vacancies in the feeder classification occurs in the Peak season only.**~~

All employees hired to perform bargaining unit work shall pay union dues in the same manner as seniority employees of the collective bargaining unit. Upon attaining seniority an employee shall be required to pay the Union initiation fees.

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**Company Proposal # 6**

**Proposed change to Article: 44 Section: 8**

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**Section 44.8. Training Routes**

In order to provide for more favorable training for new employees, vacated or newly created routes at each center shall be used as ~~a~~ training areas. These training areas shall be bid in each center. Training routes shall be posted on the center's bulletin board. Employees who presently hold bid areas shall not lose their bids as a result of this provision. In centers where more than one (1) training route exists, these training routes shall be used on a rotating basis, ~~for a period of time not to exceed one (1) year or when a new route(s) become available whichever event occurs earlier~~ with vacated or newly created routes used as new training areas. When a new training route is established the oldest established training route(s) shall be removed from the training route list. Should any training route bid holder, holding the bid for one year or greater, wish to have the training designation removed, he/she shall notify the Employer. If there are no vacated or newly created routes available, the Employer shall have ninety (90) days to assess and reconfigure existing route(s) to be bid as training areas.

The following shall be the maximum number of training routes allowed in a center:

- 1 - ~~20~~ 15 Package Car routes - 1 Training Area
- ~~21-40~~ 16-25 Package Car routes - 2 Training Areas
- ~~41-60~~ 26-35 Package Car routes - 3 Training Areas
- ~~61-80~~ 36-45 Package Car routes - 4 Training Areas
- 46 - 55 Package Car routes - 5 Training Areas
- 56 - 65 Package Car routes - 6 Training Areas
- 66 - 80 Package Car routes – 7 Training Areas
- 81 - 95 Package Car routes – 8 Training Areas
- 96 - 115 Package Car routes – 9 Training Areas
- 116 - 130 Package Car routes – 10 Training Areas

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**Company Proposal # 7**

**Proposed change to Article: 45 Section: 1**

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**Section 45.1. ~~Monday Through Friday~~ Regular Work Week Full Time Employees.**

Any employee who is assigned to work the regular work week as defined in **Article 46**, Section **46.1(a)** shall be guaranteed not less than eight (8) continuous hours of work or the full equivalent in pay in any one (1) day.

Any employee who is called to work but not assigned shall be guaranteed not less than eight (8) continuous hours of work or the full equivalent in pay in any one (1) day not including the ten percent (10%) employees unless assigned.

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**Company Proposal # 8**

**Proposed change to Article: 45 Section: 2**

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**Section 45.2. ~~Saturday and Sunday~~ Alternate Work Week Full Time Employees**

Any employee who is assigned to work an alternate work week as defined in Article 46, Section.1(b) ~~called or put to work on Saturday or Sunday~~ shall be guaranteed not less than eight (8) continuous hours of work or the full equivalent in pay in any one (1) day. at Saturday or Sunday rates, except for those employees on an alternate work week schedule whose pay rate shall be determined as provided in Article 46, Section 1 (b).

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**Company Proposal # 9**

**Proposed change to Article: 45 Section: 4**

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**Section 45.4. Overtime - Full Time Employees**

Time and one-half rate shall be paid for all work performed by an employee before and after his/her regular scheduled workday. **For schedules with 5 days in a work week t**Time and one-half rate shall be paid after eight (8) hours in one (1) day and after forty (40) hours in any one (1) week. **Feeder jobs with four (4) days of ten (10) hours each (4/10's) shall receive time and one-half rate after ten (10) hours in one (1) day and after forty (40) hours in any one (1) week**, except as otherwise provided in this Agreement, but overtime shall not be paid twice for the same hours worked. Overtime for all employees shall be prorated on a minute basis for all overtime worked.

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**Company Proposal # 10**

**Proposed change to Article: 45 Section: 5**

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**~~Section 45.5. Sundays~~**

**~~Double time shall be paid for all work performed on Sundays except for those employees on an alternate work week schedule, as defined in Article 46, Section 1(b), and with respect to Washers and Porters, where the present practices shall prevail.~~**

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**Company Proposal # 11**

**Proposed change to Article: 46 Section: 1**

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**Section 46.1.**

a) The straight time work week for all employees shall consist of five (5) days, Monday through Friday inclusive (except as provided in (b) below), of eight (8) continuous hours each, ~~with time and one-half to be paid for work performed on Saturday~~, except for Washers and Porters where the present working conditions shall prevail.

b) In order to meet the needs of expanded business, the Employer ~~shall be permitted to create~~ schedules that differ from those that exist today described in (a) above. ~~Future Those~~ schedules ~~may be were~~ expanded to provide that all employees may be scheduled five (5) consecutive days, on an alternate schedule of either Sunday thru Thursday or Tuesday thru Saturday. Future schedule may be expanded to include any combination of five (5) days.

Seniority employees on the payroll in each classification as of the ratification date of this Agreement shall not be assigned to such ~~alternate any five (5) day combination~~ schedules, except at the request of the employee or, if as a result of the employee following their work to a new Center, there are no available Monday thru Friday, Sunday through Thursday, or Tuesday through Saturday schedules. Affected employees shall be afforded the opportunity, in seniority order, to select their preferred work schedule.

For those employees scheduled on the above alternate work weeks, all work performed on the employee's sixth (6th) day worked shall be paid at time and one-half (1&1/2). All work performed on the employee's seventh (7th) day worked shall be paid at double time.

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**Company Proposal # 12**

**Proposed change to Article: 46 Section: 2**

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b) A full-time seniority employee's **uniform** starting time must be scheduled by Friday of the preceding workweek for the following workweek. If an employee is called to start work before his/her posted starting time he/she shall be paid one and one-half times the regular straight time rate for the hours worked before the posted starting time. For those employees covered by Article 46, Section 1(b), starting times shall be posted on their last scheduled work day each week.

**Regular package car drivers and feeder drivers shall have uniform start times.**

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**Company Proposal # 13**

**Proposed change to Article: 48 Section: 1**

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**Feeder drivers may be scheduled four (4) ten (10) hour days in a workweek. Overtime is to be paid in accordance with Article 45, Section 4. Days worked in addition to an employee's scheduled days worked shall be paid as time and one-half rate for up to two (2) days and one (1) double time day on the seventh (7<sup>th</sup>) day worked.**

In March and September of each year, all feeder jobs in each building shall be posted for bid by classification seniority. Twenty-five percent (25%) of the employees in their classification shall bid weekly. Those who fail or decline to make their selection by the required time period shall be assigned. Such bidding procedure shall be completed by the end of said months. After completion of the job bidding process, a copy of the bid sheet shall be given to the union Steward upon request. In addition to the March and September bid of each year, the feeder drivers shall have unlimited bidding.

If a permanent vacancy, or newly established bid, becomes available in a building, the feeder driver in that building may bid on such openings in seniority order. Any unfilled vacancy shall be first filled from the Local 705 jurisdiction Feeder intent list.

The ten most senior employees who get the necessary certification (permit) will be trained for purposes of gaining their CDL qualifications. Once qualified, these ten employees will be the first employees, eligible in seniority order for peak season and permanent feeder job opportunities only. These ten may be expanded by mutual agreement. **Drivers trained to fill feeder vacation vacancies and peak season feeder work shall be added to the qualified list and be eligible in seniority order for permanent feeder job opportunities.**

If a feeder driver's start time is changed by one (1) hour or more or eliminated, he/she shall have the right to exercise their seniority and displace any junior employee within the feeder classification in their building.

Local 705 shall receive a current, and any future updated list of employees in seniority order, that are on the feeder qualified list, on a monthly basis.

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**Company Proposal # 14**

**Proposed change to Article: 48 Section: 5 (new)**

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**On Call Feeder Drivers**

**The number of on call feeder drivers is not to exceed ten percent (10%) of the bid jobs. On call feeder jobs will be filled by new hires from outside of UPS. On call feeder drivers will be on a separate seniority list. On call feeder drivers shall have opportunity to move to the bid feeder seniority list on a one for one basis.**

**1. On call drivers are responsible to be available to work as needed.**

**2. When called, the driver must be able to report in a timely fashion so as not to jeopardize service or operational commitments.**

**3. On call drivers have the right to work five (5) times in any workweek before it becomes necessary for any other driver to work a sixth day.**

**4. When on call work generates, the next available on call driver will be called by seniority on a one-for-one basis; i.e.: one job - one driver, two jobs - two drivers, etc. When more than one on call driver arrives at the same time for dispatch, the drivers in seniority order shall have the choice of available jobs.**

**5. On call drivers will ensure that their correct phone number has been provided to their immediate supervisor.**

**The Employer and the Union express their desire, where lawful, that the on call feeder drivers shall not be subject to and waive any rights they may have under any federal, state or local law regarding "fair workweeks," "predictable scheduling," or any other law affecting, prohibiting, limiting or restricting in any way the Employer's right to utilize scheduling procedures set forth in this section (together "Scheduling Laws") that may be enacted during the term of this Agreement.**

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**Company Proposal # 15**

**Proposed change to Article: 49 Section: A**

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- (a) The lunch period shall be **scheduled for thirty (30) minutes or** one (1) hour, which shall be taken between the third and sixth hour by all employees, except feeder drivers shall take their lunch between the fourth and the end of the sixth hour.
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**Company Proposal # 16**

**Proposed change to Article: 51 Section: 1**

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Employees shall be paid: eight (8) hours pay for full time employees, four (4) hours pay for part time employees, at the straight time hourly rate for the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, ~~Day after Thanksgiving~~, Christmas Day, December 31st, and **four (4)** ~~three (3)~~ optional holidays, and regardless of the day of the week on which it falls, provided, they comply with the qualifications set forth hereinafter. Holidays, which fall on Sunday, shall be observed on Monday. Where the Employer schedules work on a holiday, such work shall be offered in order of seniority and if not fully staffed the least senior employee(s) shall work the holiday.

When the Employer allows an employee to take an entire workweek off without pay, and said employee has an optional holiday available, the employee shall be allowed to use the optional day.

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**Company Proposal # 17**

**Proposed change to Article: 51 Section: 3**

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**Section 51.3. Qualifications**

- (a) In order to qualify for eight (8) hours of straight time pay for holidays not worked, an employee must be employed for ninety (90) days or more and must work his/her regular work days which immediately precedes ~~or~~ **and** follows the holiday unless the Employer agrees to give the employee the extra time off.

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**Company Proposal # 18**

**Proposed change to Article: 51 Section: 5**

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**Section 51.5. Holiday Shift**

a) If an employee is regularly scheduled or starts to work on the day before the holiday and continues to work into the holiday he/she shall be guaranteed eight (8) hours of continuous work at the regular straight time hourly rate.

**b) There shall be no premium pay for hours worked on a holiday by employees when their regularly scheduled jobs begin on the holiday and continue into the following day. Their holiday is either advanced or delayed, but is nevertheless observed and paid as a holiday.**

**bc) If an employee receives a call to work on an is regularly scheduled or unscheduled day, which is also a named holiday, and** starts to work on a holiday and continues to work into the following day, he/she shall be guaranteed eight (8) hours of work at two (2) times his/her regular straight time rate.

Hours worked prior to his/her regular scheduled starting time shall not be credited to his/her eight (8) hours' guarantee.

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