



UPS Teamster Times

Worldwide Services
Synchronizing the world of commerce

Daily Guarantees, Layoff, and Frontloaded Sick Leave

Full-time Employees: 8-hour Guarantee

In the Joint Council 28 Rider to the National Master UPS Agreement, Article 1 Section 1C says this:

“Employees reporting to work pursuant to instructions, but not worked, are guaranteed eight (8) hours at the appropriate rate.”

This means that if you are scheduled to work and you show up to work, UPS must either work you for a minimum of 8 hours, or pay you for 8 hours at the appropriate rate.

Note: “Appropriate rate” means time-and-a-half on Saturday if you are not scheduled T-S, and double time on Sunday if prior to 9:00PM.

UPS is likely to try and find ways to avoid paying drivers their full 8-hour guarantee. They may call or text you in the morning before your shift starts and tell you they don’t need you that day. In some cases, they may wait until you arrive at work before telling you to go home for the day — without pay.

A note on RO’s:

If you are taking an RO but management tells you to stay until they’re sure everything is covered, all your time should be paid from start time until management excuses you to leave the facility! Before you leave, give management a paper copy of your time for the day.

As long as you do not answer your phone, this is a violation of the contract. If your name is posted on the schedule


to work and you report, UPS owes you 8 hours.

How to enforce this?

First, if UPS is calling or texting you in the morning before your shift, you are not obligated to answer. Report to work per the schedule posted the previous Friday, and if you are not needed to work, UPS has to pay you for 8 hours. If that doesn’t happen, file a grievance.

What happens on an Air holiday, such as New Year’s Eve?

Article 40 Section 1 of the National Master UPS Agreement says that package car drivers who work on a holiday may make a written request for an 8-hour guarantee. Such written requests shall be made the last workday prior to the holiday.

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Layoff and Recall

Layoffs may be on the horizon as things slow down. There is contract language in the National Master and the JC28 Rider & Sort Addendum governing how layoffs and recalls work. Here’s what you need to know:

- Written notice is required before laying you off for more than five working days. **The Friday posting of start times counts as notice.**
- If your building has more than one operating center and you are laid off, you have the ability to use your classification seniority to replace the least senior person in another center

— **only if they have less seniority than you.**

- If you are a seniority package car driver who has been laid off for more than five days **in a calendar year** and cannot drive in another center, you have the ability to displace the least senior part-time employee in the building. If you choose to do this, you can displace one **or two** part-timers if available.
- In order to displace part-timers, you must be qualified to perform the work and **have more seniority than the displaced part-timer(s)**. If the layoff will be less than five working days, you need to be available for

your next regularly scheduled shift.

- A laid-off driver who performs part-time work will receive the **part-time daily guarantee and appropriate part-time wage rate** in accordance with company seniority. You will maintain your full-time benefits.

Filing for Unemployment:

If you are laid off, you may be eligible for Unemployment benefits. Apply for these online. Please note, if the application asks if you are a member of a “full-referral Union,” **the answer is “no.”** Only Teamster construction drivers should answer “yes” to this question due to the Construction Hiring Hall. This does not apply to UPSers.

Frontloaded Sick Leave

One of the many important victories we were able to achieve in the Joint Council 28 Rider & Sort Addendum was getting UPS to agree to frontload your sick leave at the beginning of each calendar year.

Here is the relevant contract language for full-timers:

“Effective January 1, 2024, and each January thereafter, full-time employees shall receive a frontloaded sick leave bank of forty (40) hours on January 1 each year. Employees hired after January 1 and employees who surpass their frontloaded bank shall earn one (1) hour of sick leave for every forty (40) hours worked (one (1) hour for every thirty (30) hours worked in Seattle) during the calendar year (January 1 – December 31). Any sick leave hours earned in excess of the frontloaded amount during the calendar year shall be added to the frontloaded sick leave bank.”

And here is the relevant contract language regarding the merging of your two banks (contractual leave + PST banks):

“Effective December 31, 2023, a new “safe and sick leave bank” will be established for each employee. The new bank will consist of their existing Paid Sick Leave bank or their contractual bank, whichever is greater. Unused sick leave shall accumulate up to four hundred eighty (480) hours into this new bank and it shall be the only bank going forward. Bank shall be available for future use with all banked hours treated as “protected leave”. Sick leave shall be deducted from the bank in increments consistent with the Employer’s payroll system and practices.”

Check your paystubs after January 1 to make sure two things have happened:

- 1. Your 40 hours of frontloaded sick leave for 2024 have been populated.**
- 2. The total number of hours in the bank is the larger of your contractual bank or PST bank, plus the 40 hours (total shall not exceed 480 hours).**

If anything appears incorrect, talk to a Steward to find out how to report the problem to UPS and get it fixed!

2024 Initiation and General Membership Meeting Schedule

Meeting Day and Date	Initiation	General Membership
Thursday, January 11, 2024	5:00 PM	7:00 PM
Sunday, February 11, 2024	8:00 AM	10:00 AM
Thursday, March 14, 2024	5:00 PM	7:00 PM
Thursday, April 11, 2024	5:00 PM	7:00 PM
Thursday, May 9, 2024	5:00 PM	7:00 PM **
June Schedule Pending	*****	*****
July Schedule Pending	*****	*****
August Schedule Pending	*****	*****
Sunday, September 8, 2024	8:00 AM	10:00 AM
Thursday, October 10, 2024	5:00 PM	7:00 PM
Sunday, November 10, 2024	8:00 AM	10:00 AM
Thursday, December 12, 2024	5:00 PM	7:00 PM