

**UPS**  
**CENTRAL PENNSYLVANIA**  
**SUPPLEMENTAL**  
**AGREEMENT**

**For the Period:**  
**Date of Ratification through July 31, 202328**

**CENTRAL PENNSYLVANIA SUPPLEMENT**

This Supplement to the UPS IBT National Agreement shall apply to all UPS employees working in the classifications set forth in the Wage Schedule and within the jurisdiction of Locals 229, 401, 429, 764, 771, 773 and 776. Except as provided herein, the provisions of the UPS IBT National Agreement shall prevail.

**ARTICLE 46 – WORK PERFORMED BY  
SUPERVISORS**

[No change]

**ARTICLE 47 – LEAVE OF ABSENCE**

[No change]

**ARTICLE 48 – SENIORITY**

**Section 1 – Acquisition of Seniority Orientation**

(a) All new employees shall be hired on a thirty (30) working days' trial basis and shall work under the provisions of this Agreement, within which time they may be dismissed without protest by the Union; however, the Employer may not layoff, discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After working thirty (30) days within a ninety (90) consecutive day period, the employee shall be placed on the regular

seniority list and their seniority date shall be the first (1st) day worked of the thirty (30) days worked in a ninety (90) consecutive day period. Tractor trailer drivers hired as replacements for drivers absent shall not acquire seniority under this provision. Replacement Tractor Trailer drivers shall be paid seventy-five percent (75%) of the current Tractor Trailer driver rate.

(b) New hires attendance or orientation meetings not to extend beyond ten (10) days, five (5) days shall not count towards seniority or qualification. People attending inside orientations shall be paid their regular rate of pay. Seniority employees attending NSPT shall be paid **\$18.75 the starting rate for package drivers found in Article 41, Section 2 of the National Master Agreement.** During orientation actual work performed within the classification will be paid at the appropriate contract rate and count toward seniority.

## **Section 2**

Time worked from November 1 through December 31 of each year, except for mechanics, shall not accrue towards seniority. Any employee who is retained after December 31 or recalled within thirty

(30) days after December 31 must work thirty (30) days in a ninety (90) consecutive day period commencing with the first (1st) day worked after December 31. However, those employees hired prior to November 1 and retained after December 31 or recalled within thirty (30) days will retain credit for the number of days worked prior to November 1. These days retained will count towards the thirty (30) days worked in a ninety (90) consecutive day period commencing with the first (1st) day worked after December 31. November and December shall not be used in computing the ninety

(90) consecutive day period. When these employees acquire seniority, they will be placed on the regular seniority list and their date shall be the first (1st) day worked of the thirty (30) days worked in a ninety (90) consecutive day period.

**The Employer agrees to provide updated seniority lists to the Local Unions the second full week in March, July, and October of each year. Any controversy over the seniority standing of any employee on the seniority list shall be submitted to the grievance procedure.**

### Section 3

[No change]

### Section 4

[No change]

## Section 5 – Reduction of Force

### Section 5.1

[No change]

### Section 5.2

After following the reduction of force procedures as outlined above, the following shall apply:

After a layoff, full-time seniority employees may elect to be assigned to displace one (1) or two (2) part-time employees in the building if any part-time employees are working in that building. **Full-time employees displacing two part-time employees in a hub, shall be entitled to and required to take a meal period between one-half (1/2) and one and one-half (1 1/2) hours at the discretion of the Employer.**

In such cases the full-time seniority employees will be offered available hours for one (1) shift and guaranteed eight (8) hours work for two part-time shifts at the appropriate rate for classification of work performed in addition to all fringe benefits.

Full-time employees who displace part-time employees as provided in Article 48, Section 5.2 shall receive the top inside Article 22.3 rate of pay.

The provisions of this Section shall not apply:

1. During the first three (3) days of emergencies beyond the Employer's control such as fire, flood, snow storm, power failure, T. O. F. C. delays or;
2. During strikes against UPS or other companies which require

are reduction of the work force.

3. The Company will attempt to schedule sufficient vacations from December 24 of any year through the second (2nd) full week of the following January in order to avoid layoffs. In the event sufficient vacations have not been scheduled, the Local Union and the Company will meet to adjust the vacation schedule. Failing to agree on an adjusted schedule, the matter shall be referred to the General President of the International Brotherhood of Teamsters and the Vice President of Labor Relations for final resolution.

## Section 6

[No change]

## Section 7 – Bidding

### (a) Annual Bidding – Full-time Employees

1. In each center a schedule of starting times within each classification shall be posted for bid on the third (3rd) Monday in January and shall remain posted for two (2) weeks.

2. Full-time employees in each classification shall in order of their seniority, have the right to select starting times within their own classification from the scheduled posted. The schedule shall include Day/Twilight and Night/Preload jobs in the current hub operations.

3. There shall be area selection for all full-time package car drivers on the third Monday in January ~~2019~~ 2024 and every other January for the contractual period of this agreement, which will remain posted for three (3) weeks. Delivery drivers in the order of their seniority shall be permitted the opportunity to select the area of their choice within the center. Training areas will be indicated on the bid sheet. The area selection will be put into effect within ninety (90) days after the area selection list is removed. **Full-time Regular Package Cover Drivers and Regular Package Drivers without a bid shall be allowed to select from known available full-week delivery jobs weekly in seniority order. This known work will be bid on the Thursday of the week prior. Any of this work not selected as part of the bid process shall be assigned to available full-time regular package drivers on the Friday of the week prior. If any of this work remains available after the bid/assignment to the full-time**

**drivers as described above, Temporary Cover Drivers shall be allowed to select from the remaining available full-week work in seniority order on Friday of the week prior.**

Absent mutual agreement, if the company fails to place the driver on the route within ninety (90) days, the matter shall be referred to the Company and Union Negotiating Chairman at the next regularly scheduled meeting of the C.P.A.P.G.C.

(b) Bidding on Vacancies and New Jobs – Full-time Employees:

1. During the year between the posting of the schedule, employees in the order of their seniority and provided they are qualified, shall have the right to bid on starting times in their own or other classifications.

2. Vacancies or new jobs other than feeders will be posted the first Thursday after five (5) working days of the vacancy, or the first Thursday after five (5) working days of the 30th day of the new job. The bid shall remain posted for five (5) working days as follows: Thursday, Friday, Monday, Tuesday and Wednesday. The job shall be filled within thirty (30) days after the bid is taken down, if a second (2nd) vacancy occurs as a result of filling the first (1st) opening it shall be bid in the same manner as the first. The third (3rd) vacancy, if one occurs, shall be filled by the Employer. **Delays in this process shall be brought to the district labor manager. If no satisfactory resolution is reached the issue may immediately be presented to the chairs of the CPAPGC for resolution.**

3. When a vacancy or new permanent job occurs in the feeder classification, employees in that classification in order of their seniority within the operating center, shall be permitted to select such a job and the bid will be posted the first Thursday within five (5) working days of the vacancy, or the first Thursday within five (5) working days of the 30th day of the new job. The bid shall remain posted for five (5) working days as follows: Thursday, Friday, Monday, Tuesday, and Wednesday. The job shall be implemented within two (2) weeks after the bid is taken down. If a second (2nd) vacancy occurs as a result of filling the first (1st) opening it shall be filled in the same manner as the first (1st). The third (3rd) vacancy if it occurs shall be filled from the qualified list.

In the event that no eligible employee is available to fill the opening, then qualified part-time employees will be afforded the opportunity to fill the full-time vacancy prior to hiring from outside sources. This procedure shall comply with the six (6) for one (1) provisions provided for elsewhere in the Agreement. After successfully qualifying, the employee will be placed on the appropriate full-time seniority listing.

When seniority is violated due to a runaround, the employee will be compensated all hours involved or the trip, whichever is greater.

In the event starting times in the feeder classification are permanently changed by more than one (1) hour **the run shall be rebid. and the employee who bid said starting time in this classification elects not to remain on the new starting time, they may** **The affected employee will** choose any starting time they desire in seniority order. If a second (2nd) or third (3rd) move occurs as a result of the first (1st) move, it shall be filled in the same manner as the first (1st). The next employee displaced shall perform available work as assigned.

Semi-annual bidding in feeders shall be conducted in the following manner:

- (1) The Company will have all bids ready for selection and for review by the stewards three (3) days prior to the start of the selection process.
- (2) Bidding will commence two (2) Monday's prior to the first weekend in April and October of each year.
- (3) Each driver will be assigned a day to bid a job in seniority order. List must be posted two (2) weeks before bidding.
- (4) Drivers who are off on vacation, personal, sick days or for any reason shall provide the feeder manager a written list of their selections prior to their scheduled day, all exceptions shall be handled by the steward.
- (5) A driver who fails to make a selection on their scheduled day shall be bypassed and bidding shall continue. Bypassed drivers may select the next day or later in the process from any remaining open

jobs. A driver who fails to bid at all shall be placed by seniority on the Cover List where a Cover List exists or in the absence of a Cover List shall be assigned to an open bid.

(6) A bid day will be from midnight to midnight.

Feeder drivers shall bid start times and destinations. Destination is interpreted to mean the most distant point. The run could consist of multi-point stop offs. These multi-point stop offs could deviate on a day-to-day basis or be increased or discontinued without justifying cancellation of the destination bid. If the destination is permanently changed the run shall be rebid. **The affected employee will choose any starting time they desire in seniority order. If a second (2<sup>nd</sup>) or third (3<sup>rd</sup>) move occurs as a result of the first (1<sup>st</sup>) move, it shall be filled in the same manner as the first (1<sup>st</sup>). The next employee displaced shall perform available work as assigned.** The Company will make every attempt to bid destinations which include local Trailer Delivery/Pickup and rail yard work. The bids will be reviewed with the Local Unions or Stewards prior to the feeder drivers bidding.

4. Package drivers shall be given the preference to select in their classification in the building, based on seniority, permanent vacancies, or when a permanent new area is established. The change is to be made within thirty (30) days unless extenuating circumstances apply.

In the event of an emergency or possible service delay, the Company may temporarily reassign the driver another area within the center but it is the Company's intention that the cover drivers or junior drivers will cover runs unless desired by a senior employee. Full-time bid package car drivers cannot be forced from their bid route more than seven (7) days per year. **Violations of this language shall be presented to the District Labor manager. If no satisfactory resolution is reached the issue may immediately be presented to the chairs of the CPAPGC for resolution.** Forced shall not include a mutual agreement or when a bid area is temporarily eliminated.

(a) Package and Feeder drivers shall be permitted two (2) moves in any twelve (12) month period: **, excluding moves which result in a promotion in job classification.**



5. Employees classified as porter or car washer must have worked in their classifications a minimum of thirty (30) days to be eligible to bid on starting times in other classifications.

6. There will be a mutual trial period of thirty (30) days for full-time employees who bid out to driving jobs. Any inside full-time employee who bids out to driving jobs and disqualifies themselves as drivers shall not be eligible to come out again until all other full-time inside employees who have requested have had an opportunity to qualify as drivers.

7. During the year between the posting of the schedule, auto mechanics in the order of their seniority and providing they are qualified, shall have the right to bid on new jobs within their classification.

8. **(a) Package car driver training areas will be a maximum of fifteen percent (15%) of the number of areas bid in each center. Below .5 will be rounded down; .5 and above will be rounded up. Such routes may be used for training and qualifying employees to meet the needs of the employer. This includes the training of management employees after exhausting the list of seniority employees interested in being trained as Temporary Cover Drivers. The Company will rotate training through all of the training routes in use to limit the number of times a full-time bid driver is removed from the route for training unless mutually agreed to otherwise between the Steward, Employee and Center Manager.**

**Temporary Cover Drivers will be worked in seniority order by center according to their first day worked as a Temporary Cover Driver except when an employee is qualifying on a training route. In that instance, the unqualified employee can work ahead of qualified Temporary Cover Drivers so that the unqualified employee will have the ability to work thirty (30) days in a ninety (90) consecutive day period from the first day the employee started to qualify.**

**Days in November and December will count as qualifying days and days towards the ninety (90) consecutive day period.**



(b) In the event starting times in a classification are changed by more than one (1) hour, the job will be rebid. **When a package driver's bid area is geographically permanently changed by more than fifty (50) percent, the driver will have the option to choose which portion of the delivery area they will keep, excluding the period of November 1<sup>st</sup> through January 1<sup>st</sup>.**

(c) **If the number of package car jobs or feeder jobs dispatched for thirty (30) days in a forty-five (45) consecutive day period is greater than the total combined number of package car jobs bid or feeder jobs bid the result will be the addition of a new full-time package car job or feeder job or jobs to be posted for bid in accordance with Article 48, Section 7: except that the number of additional jobs dispatched from November 1<sup>st</sup> through December 31<sup>st</sup> shall not count towards the calculation of the thirty (30) in forty-five (45) days. A new permanent job shall be considered one that has been in existence for thirty (30) consecutive working days except that all jobs added in November and December shall be considered to be temporary jobs unless there is a local agreement.**

(d) When bid work is not available or when delivery areas or runs are consolidated, discontinued or temporarily suspended for up to thirty (30) days, employees shall perform available work as assigned. But when delivery areas or runs are permanently consolidated or discontinued the employee shall have the right in seniority to select any area or run in the center.

(e) Employees do not have the right to select any specific unit, load, sort or run, except in Section 7(b) 4. When a vacancy or new job occurs in the sorter classification in the hub, pre-qualified package handlers will be afforded the opportunity to fill the job. In order to provide the full-time package handler in the hub the opportunity to move into the sorter classification, when a part-time sorter vacancy occurs on a shift, the full-time package handler will be afforded the opportunity to fill the part-time vacancy for that shift at sorter's rate while sorting. The provisions of Article 55, Section 4 will not apply in this circumstance only. Should a subsequent part-time sorter vacancy in an adjacent shift occur, that package handler sorter employee will be given the sorter job to create the full-time sorter position and will be subject to the provisions of Article 55, Section 4.

(f) The provisions of this Section 7 shall not apply to auto mechanics, maintenance mechanics or clerks, except that the Company will cross train one (1) mechanic at a time in order to afford that individual the skills to bid on new jobs. Qualified mechanics will be allowed to bid on an annual basis and on any new permanent jobs within their classification.

(g) The Company agrees that Temporary Cover Drivers will be used to cover absences, personal holidays, sick days and vacations. The number of Temporary Cover Drivers will be determined in each center by a review of the absentee record as well as the weekly volume patterns that might require absentee, personal holiday, sick day and vacation coverage. Temporary Cover Driver jobs will be filled by part-time employees who wish to transfer to full-time driving jobs as outlined in Article 50. After a Temporary Cover Driver completes the thirty (30) day qualification, they cannot disqualify themselves from Temporary Cover driving for eighteen (18) months. A laid off Temporary Cover Driver may be assigned to displace the least senior part-time Local Sort/Twilight employee in the center when no cover work is available. A laid off Temporary Cover Driver shall continue to have the right to displace the least senior part-time Local Sort/Twilight employee in the center if seniority dictates. Temporary Cover Drivers shall continue to accrue part-time seniority. Seniority part-timers shall continue to receive paid for time not worked as a cover driver at their appropriate part-time wage rate. The application of seniority among Temporary Cover Drivers in a multi-center building will be subject to review by the labor manager and the Local Union. Unresolved issues would be referred to the grievance committee; if not resolved, it will be referred to the negotiating committee for resolution. After ratification, regular temporary package drivers working in excess of one (1) year, either singularly or in combination, covering for a specific person out on either compensation or disability, will in itself create another full-time opening in that classification and will be bid under the appropriate article.

Part-time employees transferring to Temporary Cover Driver positions, whose part-time rate is higher than the TCD start rate will be red circled at their current rate until such time as the calculated progression rate exceeds that rate.

The first day driving date of a Qualified Temporary Cover Driver shall be the completion date of NSPT and be used for the purpose of bidding to a full-time package driver job.

If a Temporary Cover Driver successfully bids for regular full-time employment, their time as a Temporary Cover Driver will count toward the full-time driver probationary period and wage progression. The Temporary Cover Driver shall have first preference on all new full-time job openings in accordance with Article 50, Section 2.

Full-time benefits will begin when they successfully transfer to seniority full-time status. The Temporary Cover Driver will be guaranteed eight (8) hours when ordered to report to a driving job. The Company agrees to and will maintain the required number of bid delivery runs as required by the Central Pennsylvania Supplemental Agreement Article 48, Section 7(d). The rate of pay will be the starting package driver rate and follow the normal package driver rate progression.

(h) Part-time employees may place their names on a list for Temporary Cover Drivers which the Employer will post for a two (2) week period on the first (1st) Wednesday in January, **April, July, and October** ~~and the first (1st) Wednesday in July~~ of each year.

## **Section 8**

[No change]

## **Section 9 – Tractor Trailer School**

(a) Any qualified employee who is interested in qualifying as a tractor trailer driver, shall so notify the Employer. Such employees, in the building, in seniority order, will be permitted to attend the Employer training program which will be established periodically. The training program will consist of one (1) week of non-productive training on the employee's own time, and one (1) week of productive training for which the employee will be paid. As long as there is an interest, the Employer will be required to maintain a qualified list. **In Feeder operations with less than twenty five (25) full-time**

seniority Feeder drivers, ~~The~~ Employer will not be required to maintain more than one employee on the qualified list. In Feeder operations with from twenty-six (26) to fifty (50) full-time seniority Feeder drivers the Employer will not be required to maintain more than two on the qualified list. In feeder operations with more than fifty-one (51) full-time seniority Feeder drivers the Employer will not be required to maintain more than three on the qualified list. When the qualified list is exhausted, the Employer will be required to train the most senior employee on the list to be qualified within ninety (90) days of the employee supplying the Employer with documentation in order to be trained. A good driving record, the age of 25, and other Employer standards, shall be a prerequisite to such training. Age 25 is primary but in cases where employees are not available at age 25, the Employer may, in certain circumstances, waive that requirement, provided those employees meet all other requirements. The Employer agrees to furnish the instructors and the necessary equipment. If disqualified for any reason, they can attend the school after one (1) year. After successfully completing the tractor trailer school, employees shall be placed on the qualified list in seniority order. This work will be offered to the qualified list after Feeder cover drivers. Employees on the qualified list must be offered five (5) consecutive days of work and can be worked at a rate of no less than their current bid position. Once an employee who is already qualified signs the qualified list they must stay on the qualified list for a minimum of one (1) year.

After ratification, seniority feeder drivers who are off for a period of one (1) year for either compensation or disability will in itself create another full-time opening in that classification and be bid under the appropriate Article.

(b) Current Tractor Trailer Qualifying School Interest List will be exhausted before subsequent lists are activated. Current lists will specify how many interested employees will be selected from that list before a new list is posted.

(c) To be eligible to sign the Tractor Trailer Qualifying School Interest List, an employee must not have had an accident during the year preceding their bid on or assignment to, a tractor trailer job.

(d) In the event that no tractor trailer driver presently in that

classification or anyone on the current qualified list elects to fill the opening, the least senior employee on the current qualified list will be required to fill the opening, the resulting vacancy will be filled by the Employer.

(e) After being in the feeder driver classification for two (2) consecutive years an employee may bid into a classification with a lower hourly wage rate when a vacancy or new job occurs, provided the employee is qualified to perform the work. After accepting a job in a lower paying classification, the employee shall be removed from the qualified list. However, such employee may request to be put back on the qualified list at a later date providing they still meet all necessary requirements.

(f) Cover jobs shall be bid semi-annually in seniority order by employees in the feeder classification. This number will be subject to adjustment as the need for vacation coverage in the classification increases or decreases. Tractor trailer drivers who bid vacation cover jobs must select such jobs in seniority order each week for the following week. The job of these employees is to cover absences. Any cover driver who does not receive a regular start time for the following week will perform work in the classification as assigned, or be subject to the appropriate layoff article.

## **ARTICLE 49 – UNIFORMS AND PERSONAL APPEARANCE**

[No change]

## **ARTICLE 50 – PART-TIME EMPLOYEES**

### **Section 1**

Part-time employees are defined as employees who when reporting to work as scheduled shall be guaranteed a minimum of three and one half (3-1/2) hours. Should any part-time employee work beyond the fifth (5th) hour, they shall be paid time and one-half (1-1/2) unless they were previously scheduled to work eight (8) hours in which case they shall be guaranteed eight (8) hours straight time pay. All time worked over eight (8) hours will be paid at time

and one-half (1-1/2). **For the period of July 1 through January 15, seniority part-time inside employees who work a sixth (6<sup>th</sup>) punch will be paid time and one-half (1 ½) for all hours worked.**

Part-time employees in order to qualify for their first (1st) week of vacation must:

1. Be a regular employee as provided in Article 48, Section 1.
2. Must have completed one (1) year of employment from their established seniority date.
3. Must have worked five hundred (500) hours or more prior to their anniversary date.

## **Section 2 – Part-time Employees Transferring to Full-time Jobs:**

After the completion of the job selection procedure outlined in the Seniority Article, the resulting opening will be filled as follows:

Part-time employees may place their names on a list which the Employer will post for a two (2) week period on the first (1st) Wednesday in January and the first (1st) Wednesday in July for the purpose of filling the permanent new job or permanent vacancy resulting from the procedure outlined above. The procedure will not apply to such openings occurring in November and December. The job will be awarded to the senior bidding part-time employee providing they meet the same requirements as applicants for that full-time job. **There will be a thirty (30) day working period for all part-time employees who bid full-time jobs during which the part-time employee may elect to go back to their part-time position without loss of seniority. No employee shall be given more than two opportunities to qualify in any one position during the life of this agreement.**

After successfully completing the thirty (30) working day training period the employee will be paid for any unused personal holidays, sick days, or vacation days at four (4) hours per day at the part-time employee rate.



Temporary Cover Drivers who become full-time employees shall be paid for unused personal holidays and sick days at eight (8) hours per day at their current progression rate. These employees will be allowed to take the vacation they selected later in the vacation period without pay.

Temporary Cover Drivers who have worked eight hundred (800) hours as a Temporary Cover Driver during the preceding vacation period shall be paid for forty-five (45) hours at their straight time current wage progression rate.

Under no circumstances shall any employee be paid more than five (5) personal holidays per contract year or five (5) sick days per contract year or one vacation entitlement per contract year.

The employee awarded the job must satisfactorily complete a thirty (30) working day training period. An employee who fails to qualify as a full-time employee shall not be eligible to come out again until all other part-time employees so requesting shall have had an opportunity to qualify as full-time employees. The above procedure will be applied on an alternating six (6) for one (1) basis (six 6) part-time to every one (1) outside hire).

Part-time employees successfully transferring to full-time jobs will be considered as newly hired full-time employees and will be added to the appropriate seniority list. Their seniority date will be the day of the transfer.

For vacation purposes, the employee shall receive additional seniority credit equal to all time worked as part-time employees.

### **Section 3**

Part-time employees will work off the part-time employee seniority lists at each Center. Only part-time employees hired after August 1, 1987 for the hub only, may be required to work a six (6) day operation. Employees may be worked any five (5) days. A standard work week may be established in relative seniority order with a posted day off schedule. The Employer will fill all vacancies and permanent new jobs for part-time employees from the part-time selection list in



all months except November and December.

Part-time employees with six (6) months or more seniority shall have the right to place their name on the list of employees waiting to be moved to a preferred job within their building. Such preferred jobs shall include, but not be limited to: **tender**, preloader, sorter, clerical, irregular train, designated responder, carwasher, loader unloader, smalls sorter, smalls bagger, HVD, LVD, box line sorter, primary sorter, trailer sweeper, revenue auditor, SPA, SLAW. Sure Post, ODC/FDC, Data Acquisition and Haz Mat Acceptance Auditor. Employees do not have the right to select any specific unit, load or workstation unless a prior past practice has been established.

A maximum of twenty-five percent (25%) of the employees on a shift shall be allowed to change shifts in any one (1) calendar year. A shift includes different days of the week. The employee obtaining the new position shall remain on that shift for at least six (6) months.

#### **Section 4**

[No change]

#### **Section 5**

[No change]

#### **Section 6**

[No change]

#### **Section 7**

[No change]

## **ARTICLE 51 – GRIEVANCE PROCEDURES**

### **Section 1 – Grievances**

A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute arising as to interpretation, application or observance of any of the provisions of this Agreement. Grievance procedures may be invoked by authorized Union Representatives.

In the event of a grievance, it shall be handled in the following manner:

(a) The employees shall report it to their shop steward in writing within five (5) working days. The steward shall attempt to adjust the matter with the supervisor within forty-eight (48) hours.

(b) Failing to agree, the shop steward shall promptly report the matter to the Union which shall submit it in writing and attempt to adjust the same with the Employer within five (5) working days. The Employer shall, upon written request, provide the Local Union or the steward designated by the Local Union, with documents/information that is reasonably related (based on NLRA standards) to the pending grievance.

(c) If the parties fail to reach a decision or agree upon a settlement in the matter, it shall be submitted in writing within ten (10) working days, unless otherwise mutually agreed, to the C.P.A.P.G.C. The C.P.A.P.G.C. shall establish ~~monthly~~ hearings dates except December, on a yearly basis. ~~Monthly H~~earings may be postponed by mutual agreement between the parties.

~~(d) The C.P.A.P.G.C. shall be composed of UPS representatives and one (1) representative from each of the Local Unions Nos. 229, 401, 429, 764, 771, 773 and 776. The expense incurred by the C.P.A.P.G.C. shall be borne through fees charged for docketing cases to the panel by the local union docketing the case with the Company paying an equal amount. equally by all the Local Unions on a pro rate basis for the Local Unions having cases docketed on the agenda and United Parcel Service operations which are covered by this Agreement.~~

(e) In order that the C.P.A.P.G.C. may operate quickly and efficiently, the parties agree that a person, who may or may not be a member of the C.P.A.P.G.C., shall be mutually selected and designated to serve as Secretary. The Secretary, if not a member of the C.P.A.P.G.C. shall have no voice in making decisions and shall perform only the duties assigned to them by the C.P.A.P.G.C. The Secretary shall docket cases, prepare the agenda and mail a copy prior to the scheduled meeting of the C.P.A.P.G.C. to each member of the

Committee, the Employer, and Local Unions whose case appears on the agenda. The Secretary shall attend the meetings to prepare and keep the minutes and mail copies of minutes to the members of the Committee and shall also mail copies of the decisions of the C.P.A.P.G.C. to all UPS representatives and Local Unions who are parties to this Agreement.

(f) A grievance to be heard by the C.P.A.P.G.C. must be put in writing and submitted to the Secretary seven (7) days before the meeting of the C.P.A.P.G.C. The parties further agree that no grievance or grievances shall be discussed except which have been received by the Secretary of the C.P.A.P.G.C. within seven (7) days prior to the date of the meeting of the C.P.A.P.G.C. It is agreed that there shall be two (2) representatives of the Local Unions and two (2) representatives of UPS on each panel that hears a case. **An arbitrator will be on each panel for discharge and suspension cases.** The members of the panel are to be selected from the overall C.P.A.P.G.C. The decision of the majority of the panel, **or the decision of the arbitrator,** hearing the case shall be binding on all parties. Decisions reached at each step of the Grievance Procedure shall be final and binding.

(g) It is understood and agreed that the UPS representatives and the Local Union representatives of the C.P.A.P.G.C. representing the UPS operation and/or Local Union involved in a proceeding before the panel will be ineligible to act as a member of the panel during the proceedings.

## **Section 2 – Arbitration**

[No change]

## **Section 3 – Approval by Package Division, and then Director of the Package Division**

[No change]

## **Section 4 – Illegal Strikes**

[No change]

## ARTICLE 52 – DISCHARGE OR SUSPENSION

[No change]

## ARTICLE 53 – MEAL PERIOD

### Section 1

Full-time employees, unless otherwise specified below, shall be entitled to and required to take a meal period of one (1) hour at the direction of the Employer.

Full-time inside employees, excluding 22.2 employees, assigned to the Harrisburg Hub sort shall be entitled to and required to take a meal period between one-half (1/2) and one and one-half (1 ½) hours at the direction of the Employer. The meal period for these full-time inside employees will be posted for the following week, unless there are no changes. The company may change the meal period daily by up to one-half (1/2) hour.

In such instances, where the Employer has the ability to acquire additional customers, creating additional full-time inside jobs, over and above such jobs in existence, at the other centers within the Central Pa Supplemental area, the parties may mutually agree to flexible lunch periods as listed above to further the interests of the Union and the Employer.

Only by mutual consent an employee may take an unpaid one-half (1/2) hour meal period.

All mechanics shall be entitled to and required to take a meal period of one-half (1/2) hour at the direction of the Employer.

Part-time employees who work a double shift or will be afforded the opportunity to have a minimum thirty (30) minute unpaid rest period. Part-time employees who work more than six (6) continuous hours will be afforded the opportunity to have a minimum thirty (30) minute unpaid rest period.

### Section 2

[No change]

### **Section 3**

[No change]

### **Section 4**

[No change]

### **Section 5**

[No change]

### **Section 6**

[No change]

### **Section 7**

[No change]

## **ARTICLE 54 – PAID FOR TIME**

### **Section 1 – General**

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums.

Established starting times may be changed from time to time as the nature of the Employer's business requires. The established starting time may be changed by the Employer upon forty-eight (48) hours notice, with the exception of November 1st until the end of the third (3rd) full week of January. In that period the company would notify the employees twenty-four (24) hours prior to the next report. If an employee is called to start work, before their scheduled starting time, they shall be paid one and one-half (1-1/2) time their regular straight time rate for the hours worked before their regular scheduled starting time. The above may not apply when an emergency occurs where conditions beyond the Employer's control compel interruptions or delays in operations.

Time shall be computed from the time that the employee is ordered to report for work and registers in and until they are effectively released

from duty. All time lost due to delays as a result of over- loads or certificate violations involving federal, state or city regulations, which occur through no fault of the driver, shall be paid for. **In the event a full-time cover driver is notified on the current day of work, prior to reporting for their scheduled start time at their home center, that they are covering a satellite route, that driver shall be reimbursed the applicable IRS mileage rate for the roundtrip distance from their home to the satellite center. This shall not apply to full-time cover drivers scheduled to cover satellite routes by the end of the previous day.**

Weekly scheduled start times will be posted for all part-time sorts. The Company is obligated to give as much notice as possible if part-time start times are changed, however, notification will be no later than the previous work day prior to the change in start time.

## Section 2

[No change]

# ARTICLE 55 – WAGES & WORKING CONDITIONS

## Section 1 – Central Pennsylvania Wage Schedule

Central PA Full-Time Wage Schedule 2023-2028						
Classification	Existing Rate	8/1/2023	8/1/2024	8/1/2025	8/1/2026	8/01/2027
Package driver Package car pups \$.10 additional	\$41.50	\$44.25	\$45.00	\$45.75	\$46.75	\$49.00
Feeder drivers	\$41.60	\$44.35	\$45.10	\$45.85	\$46.85	\$49.10
Doubles	\$42.10	\$44.85	\$45.60	\$46.35	\$47.35	\$49.60
Triples	\$42.25	\$45.00	\$45.75	\$46.50	\$47.50	\$49.75
Auto mechanic	\$41.64	\$44.39	\$45.14	\$45.89	\$46.89	\$49.14
Building mechanic	\$41.64	\$44.39	\$45.14	\$45.89	\$46.89	\$49.14
Carwasher, porter	\$39.68	\$42.43	\$43.18	\$43.93	\$44.93	\$47.18

Package handler	\$39.75	\$42.50	\$43.25	\$44.00	\$45.00	\$47.25
Sorter	\$41.41	\$44.16	\$44.91	\$45.66	\$46.66	\$48.91
Inside, Inside 22.3	\$35.94	\$38.69	\$39.44	\$40.19	\$41.19	\$43.44

The definition of the full-time job classification of “Sorter” and part-time classification of “Preloader-Sorter” have been specified as follows:

Distributing parcels to lateral belts (four (4) or more), transverse belts (four (4) or more) or any combination of lateral and transverse exceeding four (4), box lines, key entry or voice encoding systems and the sequential loading of parcels in the package delivery vehicles. The following job categories will be administered as eligible or not eligible under the stated criteria for Preloaders-Sorters.

Job Category	Eligible	
	Yes	No
Unloader		X
Primary Sorter	X	
Secondary Sorter	X	
Boxline Sorter	X	
Irregular Sorter	X	
Smalls Sorter	X	
Key Entry Sorter	X	
Voice Encoding Sorter	X	
Loader		X
Preloader	X	
Smalls Bagger		X
HVD Splitter		X
LVD Splitter		X
Pick Off		X
ODC/FDC	X	
Haz Mat Acc Auditor	X	



Data Acquisition	X	
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To remain in the Preloader-Sorter classification an employee must satisfactorily pass the periodic sorter tests or audits for accuracy and quantity. To remain in the sort isle, a sorter must get a score of 95% on the sorter test.

(a) Part-time Employees

**(1)** All part-time employees who have attained seniority as of August 1, 2018~~23~~ will receive the following general wage increases for each contract year. The total wage increase for each year will be as follows:

<del>2018</del>	<del>seventy cents</del>	<del>(\$0.70)</del>
<del>2019</del>	<del>seventy-five cents</del>	<del>(\$0.75)</del>
<del>2020</del>	<del>eighty cents</del>	<del>(\$0.80)</del>
<del>2021</del>	<del>ninety cents</del>	<del>(\$0.90)</del>
<del>2022</del>	<del>one dollar</del>	<del>(\$1.00)</del>

**2023 two dollars and seventy-five (\$2.75)**

**2024 seventy-five cents (\$0.75)**

**2025 seventy-five cents (\$0.75)**

**2026 one dollar (\$1.00)**

**2027 two dollar and twenty-five cents (\$2.25)**

**(2) Any seniority part-time employee below twenty-one dollars (\$21.00) after the application of the general wage increase shall be raised to the minimum of twenty-one dollars (\$21.00) and shall thereafter be eligible for the above general wage increases and the one-time longevity increase below.**

**(3) After application of the GWI and the minimum twenty-one dollar (\$21.00) rate, the following one-time longevity increases shall become a part of the applicable employee's base wage rate, based on their original hire date:**

**Five (5) up to ten (10) years of service (YOS)-fifty cents (\$0.50) per hour**

**Ten (10) up to fifteen (15) YOS-one dollar (\$1.00) per hour**

**Over fifteen (15) YOS-one dollar and fifty cents (\$1.50) per hour.**

**The applicable longevity increase will be applied for each eligible employee on August 1, 2023.**

**For example, if an employee's date of hire is August 1, 2002, effective August 1,**

2023 the employee will receive the two dollar and seventy-five cent (\$2.75) general wage increase and the one dollar and fifty cent (\$1.50) per hour longevity wage increase based on the accrued twenty-two (22) years of service.

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

(b) Newly Hired Part-time Employees

~~Part-time starting rate will be effective August 1, 2018 \$13.00~~

8/1/2019	\$14.00
8/1/2020	\$14.50
8/1/2021	\$15.00
8/1/2022	\$15.50

~~Part-time employees currently earning less than \$13.00 per hour will receive an increase to at least \$13.00 per hour on August 1, 2018. If the General Wage Increase (.70) added to the employee's current hourly rate exceeds \$13.00 the employee receives the higher wage.~~

All part-time employees, who are hired or reach seniority after August 1, 2023 will be paid according to the following progression:

<u>Start</u>	<u>\$21.00</u>
<u>Twelve (12) months</u>	<u>\$21.50</u>
<u>Twenty-four (24) months</u>	<u>\$22.00</u>
<u>Thirty-six (36) months</u>	<u>\$22.50</u>
<u>Forty-eight (48) months</u>	<u>\$23.00</u>

The start rate for part-time employees hired after August 1, 2027 shall be increased to twenty-three dollars (\$23.00). Employees already in progression shall be raised to twenty-three dollars (\$23.00) on August 1, 2027.

(c) The wage rates and increases provided in (a) and (b) shall be a minimum.

In addition, the above wage rates may be further increased under the provisions of Article 33, (Cost of Living) for part-time employees

who have completed the wage progression schedule.

~~Starting rate for Package Driver Helpers shall be the same as the starting rate for the lowest paid part-time employees.~~

Starting rate for part-time center clerks will be \$8.50 the starting rate of pay for part-time inside employees in Article 22 section 5(b). Starting rate for full-time clerks will be the starting rate of pay for full-time inside employees in Article 41 section 3. per hour for employees not in the classification before August 1, 2002.

(d) Package driver helpers may be used for the time period November 1st until the end of the third (3rd) full week of January.

Beginning the Monday after Thanksgiving through the third full week in January, once all qualified seniority temporary cover drivers who ~~have completed the appropriate package driving progression~~ have been offered work as package car drivers at their regular rate of pay, part-time helpers may be used in that same center.

Such helper work will be offered in seniority order first to temporary cover drivers and then, to other part-time employees, providing that this work will not interfere with their regularly scheduled duties.

After all seniority part-time requests have been honored, the Employer may hire off the street.

Package driver helpers shall be guaranteed three (3) hours per day provided they report at their scheduled start time. If a helper is scheduled to meet a driver and the driver is late at the scheduled meet point, the helper's hours will commence from the scheduled time of the meet. Should there be occasions where the combined hours exceed eight (8) hours, overtime will be paid on all hours worked in excess of eight (8) hours in that day.

Package Driver Helper Rate of Pay:

~~Employees hired prior to August 1, 1995 and Temporary Cover Drivers — \$12.50 per hour~~

~~Employees who had attained seniority prior to ratification of the 1997 Agreement — \$9.00 per hour~~

~~Employees who attain seniority after ratification of the 1997~~

~~Agreement — \$8.50 per hour~~

**Current part-time inside seniority employees will be paid their current inside rate of pay or the helper rate of pay of \$16.20, whichever is greater.**

(e) Apprentice Mechanics. Apprentice rate shall be as follows:

Starting Wage	75% of Mechanics rate
After 9 months	80% of Mechanics rate
After 18 months	85% of Mechanics rate
After 27 months	90% of Mechanics rate
After 36 months	95% of Mechanics rate
After 48 months	100% of Mechanics rate

(f) Automotive Mechanics and Building Mechanics shall receive a ~~three hundred ten dollar (\$310.00)~~ **four hundred ten (\$410)** yearly tool allowance ~~the last pay period in 2018, and the three hundred ten dollar (\$310.00) will increase by ten dollars (\$10.00)~~ each year of the current contract, check payable on the last pay period of the year.

(g) All 2nd and 3rd shift Automotive and Building Maintenance Mechanics will receive a shift differential of .25 cents per hour for the 2nd shift and .50 cents per hour for the 3rd shift. This differential will be in addition to the negotiated wage rate for mechanics. The shifts are defined as follows:

- 1st shift – Start times 5:00 a.m. until 2:59 p.m.
- 2nd shift – Start times 3:00 p.m. until 10:59 p.m.
- 3rd shift – Start times 11:00 p.m. until 4:59 a.m.

## **Section 2 – Work Day and Work Week**

(a) Work Day: All employees shall be guaranteed eight (8) hours' work each day they are ordered to report to work.

(b) Daily Overtime: All employees shall be paid the applicable overtime rate of time and one-half (1-1/2) for all time worked in excess of eight (8) hours per day.

(c) Work Week: A work week shall consist of forty (40) hours for all

employees. The applicable overtime rate of time and one-half (1-1/2) shall be paid for all time worked in excess of forty (40) hours in a work week. The work week for these employees shall be worked in five (5) consecutive days. By mutual agreement with the Union local, the Company may create work schedules that consist of four or five consecutive days out of seven days of a maximum of ten hours each day, exclusive of lunch period. These schedules shall consist of four or five days with daily guarantees that when added together equals forty hours exclusive of lunch period. Employees will be paid straight time up to their daily guarantee based on their schedule and overtime after their daily guarantee based on their schedule.

(d) Feeder runs established after August 1, 1993 may be established as four (4) ten (10) hour days. In such cases, holidays, sick days, funeral leave and jury duty pay will be paid on a ten hour basis.

### **Section 3**

[No change]

### **Section 4 – Compensation for work in Different Classifications**

[No change]

### **Section 5 – Overtime Application**

[No change]

### **Section 6 – Spotting Trailers**

[No change]

### **Section 7 – Work Assignment and Pay During an Emergency**

[No change]

## **ARTICLE 56 – IMPASSABLE HIGHWAYS**

[No change]

## **ARTICLE 57 – MAINTENANCE OF STANDARDS**

### **Protection of Conditions**

[No change]

## ARTICLE 58 – HOLIDAYS & SUNDAY WORK

### Section 1

Holidays under this Agreement shall be New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, December 31st.

Employees hired after ratification will be eligible for the above named holidays ~~nine (9)~~ twelve (12) months from employee date of hire.

There shall be five (5) additional holidays to be known as personal holidays. These days which shall be mutually agreed to by Employer and employee, can be taken up to the Sunday after Thanksgiving. Beginning with the Sunday after Thanksgiving for one (1) week, personal days will be awarded as follows:

- Full-time package employees. 6% Monday, 2% Tuesday to Thursday, 3% Friday
- Full-time hub and feeder employees 3% Monday to Friday
- Part-time 3% Monday to Friday

Employees will be granted requests for days off between Christmas and New Years in seniority order. Vacation, personal holidays and sick days will be given first preference.

The Company will also allow a minimum of ~~two ten~~ percent ~~(2%)~~ (10%) or at least one (1) employee per classification per center off per day on Personal Holiday. ~~with the exception of Monday and Friday when five percent (5%) of the full-time employees will be allowed off, three percent (3%) of part-time employees will be allowed off. For all part-time employees scheduled to work Sunday through Thursday, the above exceptions will be Sunday and Thursday for the 3% guaranteed off. The 5% and 3% and the 2% 10%~~ provision does not apply in May, June, July and August.

**During the months of May, June, July and August the following schedule will apply for granting of Personal Holidays:**

<b><u># in Classification in Center</u></b>	<b><u># Personal Holiday per day</u></b>
<b><u>49 or less</u></b>	<b><u>1</u></b>
<b><u>50 to 249</u></b>	<b><u>2</u></b>
<b><u>250 and above</u></b>	<b><u>3</u></b>

**For the week of Memorial Day, the ten (10%) percent provision shall apply.**

**Personal Holiday requests must be made at least fourteen (14) days in advance of the date requested.** The most senior employee in the classification in the center requesting a personal holiday will have the holiday approved or disapproved ~~seven (7)~~ **fourteen (14)** days in advance of the date requested.

An employee may request payment for all unused personal holidays any time during the contract year. An employee shall be paid for any unused personal holidays at the end of the contract year.

In order to receive payment of unused personal holidays the employee must have worked ninety (90) days including holidays and vacation during the contract year.

The provisions of this section are intended to produce five (5) personal holidays per contract year. In order to be eligible for personal holidays as provided for in the article, the employee must be a seniority employee on May 1st of each contract year. A newly hired employee upon gaining seniority shall be entitled to having holidays in the following manner:

Seniority plus twelve (12) months-1 personal holiday

Seniority plus eighteen (18) months-1 additional personal holiday

Seniority plus twenty-four (24) months-2 additional personal holidays

Seniority plus thirty-six (36) months-5 personal holidays

In order to be eligible for personal holidays as provided for in this Article, the employee must be a seniority employee on May 1st of the



contract year.

## **Section 2**

[No change]

## **Section 3**

[No change]

## **Section 4**

[No change]

## **Section 5**

[No change]

## **Section 6**

[No change]

## **Section 7 – Holiday Pay**

[No change]

# **ARTICLE 59-VACATIONS**

[No change]

## **Section 2 – Qualifications**

(a) An employee in order to qualify for their first (1st) week vacation must:

1. Be a regular employee as provided in Article 48, Section
2. Must have completed one (1) year of employment from their established seniority date.
3. Must have worked one thousand (1000) hours or more prior to their anniversary date.

The provisions of Section 3(c) do not apply when there is not

sufficient time between the employee's anniversary date and the expiration date of the current vacation period to permit them to take a vacation for which they have qualified within the vacation period. In this situation they shall be permitted to take the vacation for which they have qualified partially or entirely in the next vacation period. They are additionally qualified for, shall be given and paid for a vacation during the next vacation period if they have worked the required one thousand (1000) hours during the vacation period in which their anniversary occurs.

(b) Employees who have worked one thousand (1000) hours or more during the preceding vacation period shall be eligible for vacation. Vacation, holiday and overtime hours, ~~as well as time not worked because of occupational illness or injury~~, shall count as time worked for the purpose of qualifying for vacation. **Time not worked because of occupational illness or injury shall only count in the vacation period of the date of the first missed day as a result of the illness or injury.** In the event of merger, purchase, etc., employees with ten (10) or more year's seniority shall be protected from the qualifying provisions of this Article for a period of one (1) year.

Employees who retire and have worked eight hundred (800) hours as required in paragraph (b) during the current vacation period prior to the retirement date is qualified for and shall be paid when they retire for the vacation periods for which they have qualified. An employee who dies or retires and has worked eight hundred (800) hours as required in this paragraph (b) during the current vacation period shall be paid for the vacation for which they have qualified.

(c) When an employee becomes permanently disabled, they shall qualify for their vacation period only during the vacation period in which such permanent disability occurs.

An employee who is unable to work because of permanent disability or occupational or non-occupational disability shall be paid vacation pay:

1. For the vacation which they qualified for in the vacation period preceding the vacation period in which the disability occurred.

2. For the vacation for which they qualified for working the one thousand (1000) hours required in paragraph (b) prior to the date of the disability during the vacation period in which the disability occurred.

(a) An employee who is discharged shall not be paid vacation if the action of discharge is prior to the employee's bid or assigned vacation period.

(b) An employee who qualified for but did not take nor was paid for a vacation during the vacation period following the qualifying period because they were granted a leave of absence to serve in a Local Union office is not entitled to the vacation they qualified for when they return to employment in their seniority with their former Employer.

### **Section 3 – Vacation Periods**

(a) Shall be granted during the entire vacation period, April 1 through March 31, of the following year, with the exception of the period commencing with the Sunday after Thanksgiving and December 24, of each year.

(b) Must be taken in consecutive days for each week of vacation period.

(c) Must be selected and taken during each vacation period.

(d) Shall be selected in seniority.

(e) The employer shall determine the number of employees working in each job classification permitted to be on vacation during a work week **and fifteen (15%) percent of employees in each classification and center per week will be permitted to bid on said vacation periods in seniority order.** ~~except the company agrees to increase summer vacations for full-time employees during May to 15% for package car drivers, 12% for all other full-time employees. During June, July and August all full-time employees to fifteen (15%) per week per center and ten percent (10%) for part-time employees per week per center. Temporary Cover Drivers are not included in the calculation. The 15%, 12% and 10% provision will not apply to the week of Memorial Day.~~

The Company will be required to post an additional ten percent (10%) of weeks for vacation for the combining of sick days and personals for vacation purposes.

(f) Beginning with the Sunday after Thanksgiving for one (1) week, Full-time and Part-time employees will be allowed to schedule vacations with a minimum of one (1) per center. Two percent (2%) of full-time employees will be guaranteed off. For part-time employees there will be no guaranteed percentage off.

Beginning with the Sunday after Thanksgiving personal days will be offered as stated in Article 58 Section 1.

#### **Section 4 – Posting of Vacation Schedules**

Vacation schedules shall be posted in each Center by the Employer simultaneously with the Annual Bids in January of each year. An employee who does not select their vacation period when vacation schedules are posted for bid shall be assigned the vacation period by the Employer. Vacation schedules ~~and seniority lists~~ will be sent to the Local Union one (1) week prior to posting upon written request.

#### **Section 5 – Holiday Pay During Vacation**

[No change]

#### **Section 6 – Return Serviceman**

[No change]

#### **Section 7 – Vacation Pay**

[No change]

### **ARTICLE 60 – SUBCONTRACTING**

#### **Section 1**

[No change]

## **ARTICLE 61 – AIR CONDITIONING**

[No change]

## **ARTICLE 62 – FEEDER DRIVERS WORK AS DIRECTED**

[No change]

## **ARTICLE 63 – UNION COOPERATION**

[No change]

## **ARTICLE 64 – HEALTH AND WELFARE FUND FULL-TIME EMPLOYEES**

### **Section 1 – Employer**

(a) The Employer hereby agrees, effective August 1, 2018~~23~~23 until and including July 31, 2023~~28~~28 to contribute to the Central Pennsylvania Teamsters Health and Welfare Fund or any other appropriate Health and Welfare Fund, the following sum per month, payable in advance, for each eligible employee coming under the jurisdiction of this Agreement, in accordance with the terms of the Trust Agreement and Health and Welfare Plan executed by the Employer:

Effective August 1, 2018~~23~~23- \$1794.00 \$2,156.27 per employee per month

Effective August 1, 2018~~23~~23, August 1, 2019~~24~~24, August 1, 2020~~25~~25, August 1, 2021~~26~~26 and August 1, 2022~~27~~27, the Employer contributions to the Health and Welfare and Pension shall be increased a total of ~~one dollar (\$1.00)~~ fifty cents (\$0.50) per hour each year. Allocations shall be determined by the Joint Supplemental Area Negotiating committee, subject to the approval of the Joint National Negotiating Committee.

Monthly contributions for each Eligible Member Employee shall be paid not later than the fifteenth (15th) day of the month.

The Employer shall use the reporting forms required by the Trustees

of the Fund (the Trustees) and shall comply with the instructions of the Trustees in filling out such forms.

## **Section 2 – Eligibility of Employees**

[No change]

## **Section 3 – Audits and Penalties**

[No change]

## **Section 4 – Employer Contributions During Employee Disability**

[No change]

# **ARTICLE 65 – PENSION FUND FULL-TIME EMPLOYEES**

## **Section 1 – Employer Contributions**

(a) The Employer hereby agrees to contribute to the Central Pennsylvania Teamsters Pension Fund the following monthly contributions, in accordance with the terms of the Trust Agreement and Pension Plan executed by the Employer, subject to the qualifications hereinafter specified:

(b)

Effective August 1, 2018~~23~~ ~~\$2,087.80~~ **\$2,678.86** per employee per month.

Effective August 1, 2018~~23~~, August 1, 2019~~24~~, August 1, 2020~~25~~, August 1, 2021~~26~~, and August 1, 2022~~27~~, the Employer contributions to the Health and Welfare and Pension shall be increased a total of ~~one dollar (\$1.00)~~ **fifty cents (\$0.50)** per hour each year. Allocations between the Health and Welfare Fund and Pension Fund shall be determined by the Joint Supplemental Area Negotiating committee, subject to the approval of the Joint National Negotiating Committee. In addition, allocation between the Defined Benefit Plan and the Retirement Income Plan shall be made by the Joint Supplemental Area Negotiating Committee in the manner determined by the Settlers of the Central Pennsylvania Teamsters Pension Fund, or, to the extent lawful, the Trustees of the Central Pennsylvania Teamsters Pension Fund.

(c) The Pension Fund will bill each contributing Employer for each eligible employee prior to the last day of each calendar month and monthly contributions are due and payable not later than the fifteenth (15th) day of the following month.

(d) The Employer shall use the reporting forms required by the Trustees of the Fund (the Trustees) and shall comply with the instructions of the Trustees in filling out such forms. This applies both to contributions which are payable and to reporting the Hours of Service for each Eligible Member Employee.

#### **Section 2 – Employee Eligibility**

[No change]

#### **Section 3 – Audit and Penalties**

[No change]

#### **Section 4 – Employer Contributions During Employee Disability**

[No change]

### **ARTICLE 66 – PART-TIME EMPLOYEES HEALTH & WELFARE**

[No change]

### **ARTICLE 67 – PART-TIME EMPLOYEES PENSION**

[No change]

### **ARTICLE 68 – SICK LEAVE**

Effective May 1, 1982, eligible employees shall be entitled to five(5) days sick leave with pay during each contract year.

An employee shall receive eight (8) hours pay for each day they are scheduled to work but is unable to report to work. Part-time



employees will be paid four (4) hours for each day they are scheduled to work but are unable to report for work.

Temporary Cover Drivers will be paid eight (8) hours at current progression rate if employee has worked as Temporary Cover Driver in the preceding fifteen (15) days.

An employee may combine sick days, personal days for a total of five (5) or ten (10) days and schedule additional weeks vacation in their place. This will only be allowed after all contractual vacation bidding. This shall be construed to mean forty (40) hours per week for full-time employees and twenty (20) hours per week for part-time employees.

Excluding Temporary Cover Drivers who have not completed progression, employees may accumulate their unused sick days ~~during the life of this Agreement.~~ **up to a maximum of twenty-five (25) days. Any population of sick days in a contract year above twenty-five (25) shall be paid off to the employee to bring the remaining balance to twenty-five (25).** In the event that sick days are used, payment shall be at the appropriate rate in effect that each sick day was earned. All accumulated sick days will be paid at the earned rate of pay. An employee may request payment of sick days upon retirement or separation of employment. It is agreed that the conditions listed above will not result in abuse or interference with the Employer's operation. In the event the Union and Company are unable to reach an agreement under this Article at the expiration of the contract, all employees will be paid their accumulated sick days. Temporary cover drivers who have driven 800 hours will be paid off for unused sick days at eight (8) hours at their current progression rate.

An employee may request payment for all unused personal and sick days any time during the contract year.

An employee shall be paid for any unused personal or sick days at the end of the contract year unless they elect to accumulate sick days.

An employee hired after the ratification of the Agreement upon gaining seniority shall be entitled to sick leave with pay in the following manner:

**One (1) year after seniority date 1 sick day**

Two (2) years after seniority date 2 sick days

Three (3) years after seniority date ~~4~~ 5 sick days

~~Four (4) years after seniority date 5 sick days~~

In order to be eligible for sick days as provided for in this Article, the employee must be a seniority employee on May 1st of the contract year.

In order to receive payment of the unused portion of sick leave the employee must have worked ninety (90) days, including holidays and vacation during the contract year.

## **ARTICLE 69 – TEMPORARY ALTERNATE WORK**

[No change]

## **Memo of Understanding**

### **Bidding**

The third (3rd) vacancy in the building, if one occurs, shall be offered exclusively to all full-time satellite drivers and full-time satellite cover drives in seniority order. When the fourth (4th) move is necessary, Temporary Cover Drivers will be offered the fourth (4th) move prior to hiring outside at the Employer's discretion.

### **Lodging:**

When the circumstances beyond the control of the employee and may require the employee to work past 10:30 p.m., the employee and employer agree to reimburse the employee for the reasonable cost of lodging not to exceed one hundred (\$100) dollars per night (receipt required).

If a grievance is files concerning excessive hours of work, both the union and the company co-chairs of the negotiating committee will attempt to resolve.

## **Memo of Understanding**

Seniority feeder divers will be given first preference to holiday work before replacement drivers. Local work rules will apply when applying seniority.

The current language in Article 48 Section 7b3 and Article 48 Section 9a regarding Q-list employees will no longer apply. The following shall apply, in Harrisburg the interest list will be used when the company deems it necessary to promote a full-time or part-time employee into the feeder classification.

The week after Thanksgiving will be a blackout week for vacations and 3% personal days for the Harrisburg feeder drivers

## **Memo of Understanding**

~~For the time frame of November 1 through the third full week of January, seniority part time employees who are required to work a 6th punch will be paid time and one half (1 ½) for all hours worked provided the employee has worked a minimum of seventeen and one-half (17 ½) hours the other five (5) days the current week.~~

## **Memo of Understanding**

~~The parties agree, employees classified as 22.4 full-time combination drivers require one (1) day notice of intended layoff.~~

## **Memo of Understanding**

~~For the purpose of awarding personal days during the week of Memorial Day the 5%, 3% and 2% provisions per Article 58 Section 1 shall still apply.~~

IN WITNESS WHEREOF, the parties hereto, have set their hands and seals this 1st day of August, 2018~~23~~23 to be effective as of August 1, 2018~~23~~23, except as to those areas where it has been otherwise agreed between the parties.

## NEGOTIATING COMMITTEE

For the Employees:

### CENTRAL PENNSYLVANIA UNION NEGOTIATING COMMITTEE

~~Patrick D. Connors, Chairman~~

~~Jimmy Little~~

~~Howard Rhinier~~

~~Darrin Fry~~

**Dennis C Hower, Co-Chair**

**David Licht, Co-Chair**

<b><u>Mike Kovaleski</u></b>	<b><u>Scott Kucharski</u></b>
<b><u>Martin Davis</u></b>	<b><u>Eric Kime</u></b>
<b><u>Adam Crossen</u></b>	<b><u>Remi J Briand</u></b>
<b><u>Jeffrey B Fretz</u></b>	<b><u>Joseph L Lindsey</u></b>
<b><u>Daniella De Leon</u></b>	<b><u>Jason Kraft</u></b>
<b><u>Rank and File</u></b>	
<b><u>Joel Good</u></b>	<b><u>Neil Martinchek</u></b>
<b><u>Joe Ranieli</u></b>	<b><u>Jeremy Wolf</u></b>
<b><u>Ken Frehafer</u></b>	<b><u>Jeff Debnar</u></b>
<b><u>Mark Hess</u></b>	<b><u>Geaorge D Wheary</u></b>
<b><u>Sharon Shelly</u></b>	<b><u>Carlos Moreira</u></b>
<b><u>Rian Kerrigan</u></b>	<b><u>Bernard Wanyo</u></b>
<b><u>Andy Stoklos</u></b>	<b><u>Patrick Hollingshead</u></b>

For the Employer:

### CENTRAL PENNSYLVANIA NEGOTIATING COMMITTEE.

**Brian Speller, Chairman**

**Wayn Foulke**

**Amy Demarco**

**Mike Stone**

**Allison Williams**

**Cassandra Felts**

**Kevin Torrey**

**Andrew Wilson**

**Larry Derr**

**Jason Meekins**

**Sean Toole**

~~Frank Williams, Chairman~~

~~Eric Bringe~~

~~Norm Wynne~~

~~Kim Van Utrecht~~

~~Victor Provenzano~~

~~Darren Pray~~

~~Wayne Foulke~~

~~Jayson Weaver~~

~~Tom Wolfe~~

IN WITNESS HEREOF, the undersigned do duly execute the UPS Central Pennsylvania Supplemental Agreement which is to become a part of the National Master UPS Agreement.

**FOR THE UNION**

**FOR THE COMPANY**

LOCAL UNION NO. \_\_\_\_\_  
affiliate of the International  
Brotherhood of Teamsters

By: \_\_\_\_\_  
(signed)

By: \_\_\_\_\_  
(signed)

It's: \_\_\_\_\_  
(title)

It's: \_\_\_\_\_  
(title)