

## UPS Teamsters Contract Guide

Prepared by Teamsters Local 776

Effective date of ratification thru July 31, 2028



### ARTICLE 3 RECOGNITION, UNION SHOP AND CHECKOFF

#### NEW EMPLOYEE ORIENTATION/SUPERVISORS WORKING

Business Agents and/or a Steward shall be permitted to attend new employee orientations to talk about the benefits of Union membership. **The Employer agrees to provide the Local Union at least one week's notice of the date, time, and location of such orientation.** Upon request, the Union representative will be given a list of the names of the employees attending orientation no later than at the meeting. The sole purpose of the business agent's or steward's attendance shall be to encourage new employees to join the Union. **The Steward shall remain on the clock for the actual time spent in the meeting for that purpose if the orientation is held during their normal working hours at their normal place of work.**

#### Section 7. Supervisors Working

(a) The Employer agrees that the function of supervisors is the supervision of Employees and not the performance of the work of the employees they supervise. Accordingly, the Employer agrees that supervisors or other employees of the Employer who are not members of the bargaining unit shall not perform any bargaining unit work, except to train employees or demonstrate safety, or as otherwise provided in the applicable Supplement, Rider or Addendum. However, in the case of Acts of God, supervisors shall comply with the procedures in subsections (b) and (c) and may only perform bargaining unit work until bargaining unit employees are available. The Employer shall make every reasonable effort to maintain a sufficient workforce to staff its operations with

bargaining unit employees. The Employer also agrees that supervisors or other employees of the Employer who are not members of the bargaining unit shall not perform bargaining unit work in preparing the work areas before the start of the Employer's hub, preload or reload operation, nor shall the Employer send any bargaining unit employee home and then have such employee's work performed by a supervisor or other employees of the Employer who are not a member of the bargaining unit.

(b) When additional employees are necessary to complete the Employer's operations on any shift or within any classification, the supervisor shall exhaust all established local practices to first use bargaining unit employees including where applicable, double shifting, early call-in, and overtime.

(c) If there is no established local practice, the following shall apply with regard to inside work. Within each building, **each operation will maintain appropriate list(s), by seniority, of those part-time employees requesting coverage work. It will be the employees' responsibility to sign up on the appropriate list. The Company shall post such lists and employees who are interested in adding their names to the lists shall do so on the first working day of each month. It will be the employee's responsibility to make sure his/her their contact information is correct.** Employees who are unavailable to work on three (3) separate occasions within a calendar month shall have their names removed from the coverage list. Those employees shall be eligible to re-sign the list the following month. When coverage work is available, the Company will use the appropriate list to fill the required positions, and such employees will work as assigned. The employee must be qualified for the available work and double shift employees shall have seniority among themselves. No employee is allowed to work more than two (2) shifts in any twenty-four (24) hour period. Local call verification practices and procedures shall remain in place.

Nothing contained in this Section shall change existing practices or procedures covering full-time work.

**(d) If it is determined at any step of the grievance and/or arbitration procedure that this Section, or a "supervisor working" provision in a Supplement, Rider or Addendum, has been violated, the aggrieved employee will be paid as follows:**  
**(i) if the actual hours worked by the supervisor amounts to two (2) hours or less,**

**the aggrieved employee will be paid for the actual hours worked by the supervisor at the rate of double time the employee's rate of pay at the time of the incident; or (ii) if the supervisor works more than two (2) hours, the aggrieved employee shall be paid four (4) hours at straight time or actual hours worked at double time the employee's rate of pay at the time of the incident, whichever is greater. If no aggrieved employee can be identified, the payment will be made to the grievant. Such remedy shall be in addition to any other remedies sought by the Union in the appropriate grievance procedure.**

If a Supplement, Rider, or Addendum does not have a provision requiring notice to the steward when a supervisor works the following shall be incorporated: "In the event a supervisor does perform bargaining unit work, the Employer shall notify the appropriate shop steward as soon as possible."

**In the event that any individual supervisor is found to be in violation of the first paragraph of this Subsection three (3) times in any nine (9) month rolling period, the grievance shall be paid at triple quadruple time the employee's rate of pay for the hours specified in the first paragraph of this subsection.**

## **ARTICLE 6**

### **Section 6. Technology and Discipline**

**No employee shall be disciplined based solely upon information received from GPS, telematics, or any successor system that similarly tracks or surveils an employee's movements unless they engage in dishonesty (defined for the purposes of this paragraph as any intentional act or omission by an employee where they intend to defraud the Company). A driver's failure to accurately recall what is reflected by the technology shall not by itself be considered dishonesty. The Company must confirm by direct observation or other corroborating evidence any other violations warranting discharge. The degree of discipline dealing with off-area offenses shall not be changed because of the use of the above-mentioned systems.**

No employee shall be issued a warning notice based solely upon the above-mentioned systems without first having a verbal counseling session on an identical infraction (e.g. two seat belt violations). Any such discipline shall also comply with applicable Supplemental disciplinary procedures and requirements.

**Vehicles may not be equipped with inward-facing cameras. Forward-facing capability of cameras shall not be used for discipline. Further, there shall be no in-cab audio recording or videotaping. Any functionality included in driver-facing cameras (including their driver recording and monitoring functionality) will be disabled and rendered inoperable to prevent recording and monitoring of in-cab activities.** Upon request, evidence of the disabled functionality of any driver-facing camera shall be provided to the Package Division. Driver-facing sensors will only be used for the purpose of triggering in-cab audible alerts related to distracted driving and for the purpose of identifying coaching/counseling opportunities related to the same during Integrad or the thirty (30) day driver qualification/probationary period. Driver-facing sensors will not be used for any purpose during any phase of a disciplinary process or be the sole basis for disqualifying a driver during the thirty (30) day period.

#### **ARTICLE 10 LOSS AND DAMAGE**

**Section 3.** The Employer shall reimburse employees for loss of personal money or personal property in a holdup or vehicular accident while on duty up to a maximum of two hundred dollars (\$200.00) per employee, provided the employee promptly reports such holdup or vehicular accident to the Employer and the police, and cooperates in the investigation of such holdup or vehicular accident. Employees shall be paid for all time involved. However, reimbursement for cash loss shall be limited to one hundred dollars (\$100.00). In addition, if employees experience theft or vandalism issues related to personal vehicles in designated employee-parking lots, the applicable Local Union may notify the District Labor Manager of the issues and request a meeting with Security to discuss specific concerns, as well as possible steps that can be taken to enhance security in the affected parking lot. In addition, if an employee whose personal vehicle was subject to theft or vandalism while parked in a designated Company parking lot provides immediate notice to the Company and obtains a police report, the Company will reimburse the employee up to five hundred dollars (\$500), to the extent the theft or vandalism is not covered by the employee's insurance.

## **ARTICLE 11 WEEKEND WORK SCHEDULES**

Effective upon ratification previously classified Article 22.4(b) drivers shall be reclassified to Regular Package Car Drivers (RPCDs), placed in seniority according to the applicable Supplement, Rider or Addendum and have their pay rate adjusted to Top Rate or applicable Article 41, Section 2.c. progression rate, effective August 1, 2023. Further, they will be covered by the Article 37 "9.5" provisions and "8 hour requests" as well as all other rights and benefits as an RPCD.

The parties agree in those buildings where the Employer is currently utilizing or elects to utilize in the future, a six (6) day package delivery operation the following will apply:

### **Section 1 Process of Reclassifying**

a. RPCD workweeks shall be Monday through Friday or Tuesday through Saturday. These two workweek schedules will be staffed in accordance with the applicable Supplement, Rider or Addendum except as follows:

(i) Drivers hired as a RPCD before August 1, 2019 shall not be forced to a Tuesday-Saturday workweek but shall be allowed to bid such workweek according to the applicable Supplement, Rider or Addendum.

(ii) Drivers hired as a RPCD after August 1, 2019 may bid either a Monday-Friday or Tuesday-Saturday workweek as may be determined in the applicable Supplement, Rider or Addendum.

(iii) Previously classified Article 22.4(b) drivers shall remain on a Tuesday-Saturday workweek unless the number of necessary Tuesday-Saturday workweek schedules can be covered by RPCDs described in Paragraphs (i) or (ii) above.

(iv) If the number of Tuesday-Saturday workweek schedules cannot be covered by the drivers in Paragraphs (ii) or (iii), the Company may assign the open Tuesday-Saturday workweek schedule(s) to the junior RPCD hired after August 1, 2019 according to the applicable Supplement, Rider or Addendum.

(v) In any buildings without sufficient staffing to handle Saturday delivery needs after the process set forth above, the Local Union and the Company will meet and resolve on a local basis. If not resolved within sixty (60) days of ratification, the

matter may be referred to the Co-Chairs of the National Negotiating Committee or their designees for resolution.

b. No RPCD shall be forced to work any day outside of their regular scheduled workweek. RPCDs who currently qualify for 9.5 rights shall not have their rights affected due to the reclassification of 22.4s.

**Section 2** Recognizing that the Employer currently only utilizes five (5) day delivery operations in some locations, at least forty-five (45) days advance written notice shall be provided to the affected Local Union(s) prior to transitioning to a six (6) day delivery operation following ratification.

## **ARTICLE 16 LEAVE OF ABSENCE**

### **DUI/LOSS OF LICENSE/MATERNITY LEAVE/FMLA**

#### **Section 3.2 Alternate Work (Other than Alcohol/Controlled Substance)**

When an employee, in any job classification requiring driving, has lost his/her license under this Article he/she shall be afforded the opportunity to displace junior, one (1) full-time or two (2) part time, inside employees, until he/she can return to his/her driving job, not to exceed two (2) years, unless provided for otherwise in the Supplements, Riders or Addenda. The employee shall receive the appropriate rate of pay for the job performed based on his/her seniority. Coverage for benefits shall continue for the length of the leave of absence or for the job duration, up to two (2) years.

#### **Section 3.3 Alternative Work (Alcohol/Controlled Substance)**

When an employee, in any job classification requiring driving, has lost their license for driving under the influence of alcohol or a controlled substance they will be offered available inside work of one (1) full-time or two (2) part-time openings, not to exceed two (2) years provided that the employee is assessed by a Substance Abuse Professional (SAP) and is released to return to work by the SAP. The SAP shall establish the terms upon which the employee may return to work. The employee must also enter a rehabilitation program, if required by the SAP,

within one (1) month of the SAP's assessment. The employee shall be returned to driving once he/she they successfully completes the rehabilitation program, provided their driving privileges have been restored. The employee shall receive the appropriate rate of pay for the job performed based on their seniority. Coverage for benefits shall continue for the length of the leave of absence or for the job duration, up to two (2) years.

Any driver cited for Driving under the Influence who does not have their license suspended, or who has limited driving privileges, shall be assessed by a SAP within five (5) working days of the citation. If the SAP determines the driver does not require rehabilitation, then they shall be allowed to return to driving. Until the assessment is completed, the driver shall be allowed to work at their hourly wage and guarantee. If rehabilitation is required, the above paragraph shall also be applicable. The right to rehabilitation provided in Article 35, Section 4.11 shall not be applicable to a driver who completes a rehabilitation program under this paragraph, unless, as a result of the DUI citation, the driver is convicted or loses their license for driving. If a citation later results in a non conviction, the SAP will determine whether the employee needs to complete or immediately be released from the rehabilitation and/or aftercare treatment program.

#### **Section 4. Maternity and Paternity Leave**

It is understood that maternity leave for employees shall be granted with no loss of seniority for such period of time as their doctor shall determine that they are physically or mentally unable to return to their normal duties and maternity leave must comply with applicable state and federal laws.

The Employer shall provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. A reasonable break time for an employee to express breast milk for such employee's nursing child shall be considered hours worked if the employee is not completely relieved from duty during the entirety of such break.

A light duty request, certified in writing by a physician, shall be granted in compliance with state or federal laws, if applicable. Light duty requests shall also be made through the Employer's "Light Duty for Pregnant Workers" program.

Paternity leave shall be granted in accordance with Section 6 of this Article with the exception of employees not able to meet the qualifications set out in Section 6, who shall be granted leave not to exceed one (1) week.

Notwithstanding any provision to the contrary in any Supplement, Rider, or Addenda, an employee shall be allowed to designate in any vacation year paid time off up to twenty (20) days, to be used in the next vacation year, in accordance with this paragraph. Any paid time off that is provided on a weekly basis can only be banked in weekly increments. The accrued paid time off may be used in the next vacation year to cover any period of time that (1) the employee is determined to be unable to perform their job due to pregnancy (for the father, time off is requested due to the birth) and (2) is not covered by the FMLA, existing disability plans or other paid time off. If the accrued time off is not used in that year, it will be paid to the employee within two (2) weeks of the request. If the vacation is not used as part of the leave, and it would have originally been taken in that vacation year, the employee shall also have the option of rescheduling the unused vacation as time off in accordance with local practice.

### **Section 6 Family and Medical Leave Act (FMLA)**

All employees who have worked for the Company for a minimum of twelve (12) months and worked at least 1250 hours during the past twelve (12) months are eligible for unpaid leave as set forth in the Family and Medical Leave Act of 1993.

Additionally, any employee not covered above, that has worked for the Company for a minimum of thirty-six (36) months and accrued at least 625 paid hours during the past twelve (12) months is eligible for unpaid leave as set forth below, except that the amount of leave allowed will be computed at one half (1/2) of the time provided by the FMLA. Eligible employees are entitled up to a total of 12/6 weeks of unpaid leave during any twelve (12) month period for the following reasons:

1. Birth of a child;
2. Adoption or placement for foster care;
3. To care for a spouse, child, or parent of the employee due to a serious health condition;



4. A serious health condition of the employee.

The employee's seniority rights shall continue as if the employee had not taken leave under this section, and the Employer will maintain health insurance coverage during the period of the leave.

The Employer may require the employee to substitute accrued paid vacation or other paid leave for part of the 12/6 week leave period. Employees shall be allowed to retain up to two (2) weeks of accrued paid vacation that will not be substituted for part of the 12/6 week leave period.

The employee is required to provide the Employer with at least thirty (30) days advance notice before FMLA leave begins if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable. The Employer has the right to require medical certification of a need for leave under this Act. In addition, the Employer has the right to require a second (2nd) opinion at the Employer's expense.

The provisions of this section are in response to the Federal Act and shall not supersede any state or local law which provides for greater employee rights.

#### **ARTICLE 17 PAID FOR TIME**

All employees covered by this Agreement shall be paid for all time spent in service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the employee is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving federal, state or city regulations, which occur through no fault of the driver, shall be paid for by the Employer.

The Employer will not allow employees to work prior to their start time without appropriate compensation.

Wages selected vacations, in all instances, will be paid to the employees no later than the workday prior to their vacation. If the employee does not receive their vacation check, the Employer will make all reasonable efforts to provide the check the following day including delivery by Saturday or Next Day Air. If the employee requests to see their vacation check on the Monday as permitted below and the

Employer fails to make the vacation payment available by Saturday following the employee's regular scheduled pay day, the employee shall be paid an additional amount equal to one-half (1/2) of their daily guarantee at his or her their regular hourly rate of pay for every subsequent pay period until the shortage is corrected. **Other shortages involving more than fifty (\$50.00) dollars for full-time employees, and twenty-five (\$25.00) dollars for parttime employees, will be corrected and the payment will be made available to the employee at their reporting location on his/her their second scheduled workday after reporting the shortage. If the Employer fails to make the payment available on a full-time employee's second scheduled workday and the shortage was the result of the Employer's error, the full-time employee will be paid an additional amount equal to one-half (1/2) of their daily guarantee at their regular hourly rate for every full pay period in which the shortage is not paid after the second (2nd) scheduled workday, until corrected. If the payroll error for a full-time employee is not corrected within two (2) pay periods, the payroll error penalty described above shall be increased to the full-time employee's full daily guarantee.**

**If the payroll error involves a part-time employee, the penalty paid for shortages described above which are not paid on the second (2nd) scheduled workday shall be equal to four (4) hours times the part-time employee's regular hourly rate. The four (4) hour payroll error penalty for a part-time employee shall continue to be paid for every full pay period in which the shortage is not corrected.**

Within thirty (30) days of the implementation of the Employer's new payroll processing system, but no later than January 1, 2026, the following shall apply: The payroll error penalty described above for full-time employees shall be increased to the employee's full daily guarantee for every full pay period in which the shortage is not paid after the second (2nd) scheduled workday, until corrected. For part-time employees, the payroll error penalty shall remain at four (4) hours pay. If the payroll error is not corrected for a part-time employee within two (2) pay periods, the penalty shall be increased to five (5) hours.

Errors of less than fifty (\$50.00) dollars for full-time employees or twenty-five (\$25.00) dollars for part-time employees and overages will be corrected in the following weekly paycheck. The Union and Employer shall have the authority at

any level of the grievance procedure to award a penalty up to the amount specified in the prior paragraph for any violation of the provision.

Any grievance settlement not paid within ten (10) working days of the settlement shall entitle the grievant(s) to a penalty payment as outlined above. The ten (10) working day period shall begin to run when the management representative agrees to the settlement. The Employer shall pay a maximum of one penalty payment for a multi-grievant grievance, which shall be subject to the additional penalties set forth above for untimely payment, until corrected.

**When an employee notifies the Employer in writing of any ongoing overpayment, the employee's liability will cease five (5) working days after the date of the written notification. The notification shall be provided to the employee's immediate supervisor or manager.**

All employees must receive their vacation pay in a separate check before taking vacation. Vacation checks for an employee, who is taking a properly scheduled vacation in accordance with the applicable Supplement, Rider or Addendum, will be at the operating center on Monday of the week prior to the employee's vacation week(s). This is to ensure that the employee receives their pay prior to taking their vacation. The employee will be shown their check upon request but will not receive the check until the regular scheduled pay day.

All green checks will be taxed at the employee's regular withholding tax rate.

Paycheck stubs will show the year-to-date vacation, sick and personal leave balances.

## **ARTICLE 22 FULL-TIME COMBINATION AND PART TIME EMPLOYEES**

### **Part time employees**

#### **PREFERRED JOBS/SHIFT CHANGE/WAGES/TRANSFERRING**

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: Preload, Sorter, Clerical, Irregular Train, Designated Responder, Car washer, Loader and Unloader. Employees do not have the right to select any specific unit, load or workstation unless a prior past practice has been established.

Part-time employees with less than six (6) months seniority shall have the right to bid a preferred job prior to the Employer hiring from off-the-street.

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. The employee obtaining the new position shall remain on that shift for at least six (6) months.

## **Sections 5 Wages**

### **(a) Part time employees**

(1) All part-time employees who have attained seniority as of August 1, 2023 receive the following general wage increases for each contract year. The total wage increase for each year will be as follows:

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 dollars 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 twentyone 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.

**(b) Newly hired part-time employees**

All part-time employees, who are hired or reach seniority after August 1, 2023<sup>18</sup> will be paid according to the following progression.

**Start \$21.00**  
**Twelve (12) months \$21.50**  
**Twenty-four (24) months \$22.00**  
**Forty-eight (48) months \$23.00**

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 twentythree dollars (\$23.00) on August 1, 2027.

**Section 6 Part-Time Employee Transfer**

Part-time employees who wish to transfer to another location for educational purposes may submit a written request to the Employer. In addition, part-time employees who wish to transfer to another location for non-educational purposes may submit a written request to the Employer provided the facilities in question are more than fifty (50) miles apart. The transfer shall be allowed subject to the following conditions:

- A. A part-time opening exists at the desired location.
- B. Employees must have attained seniority and been employed by the Employer for at least one (1) year.
- C. Job Classification Seniority shall be end-tailed.

D. Company seniority shall be retained for the purpose of number of weeks of vacation, and number of holidays in accordance with the applicable Supplement at the new location.

E. Any expenses, including moving expenses associated with an approved transfer, shall be the responsibility of the employee.

F. It is the Employee's responsibility to verify all benefits including, but not limited to, medical, dental, vision, retiree's medical coverages and pensions at the requested transfer location.

G. The Employer shall be required to notify the Local Union that has jurisdiction over the requested transfer location that the employee has been transferred to that location.

## **ARTICLE 26 COMPETITION**

### **SEASONAL SUPPORT DRIVERS/SUREPOST/DOT HOURS OF SERVICE**

(f) Notwithstanding any Supplement, Rider or Addendum, the provisions in this Section 1(f) shall apply to Peak delivery operations where employees utilize their personal vehicles.

Existing part-time employees shall be allowed to sign an interest list between August 15th and September 15th each year to perform this work between November 1st and the end of the seasonal period in the applicable Supplement, Rider or Addendum. Existing part-time employees who have signed the intent list shall perform work covered by this Section before the new hires referenced below. Existing part-time employees who have signed the intent list shall be offered the work opportunities in accordance with the provisions of the applicable Supplement, Rider or Addendum.

**Part-time employees shall be paid their inside rate or the RPCD start rate, whichever is higher. Part-time employees performing their inside job and seasonal package deliveries using their own vehicle shall have an eight (8) hour daily guarantee but shall be obligated to complete their inside job in addition to performing seasonal support work. Prior to offering the work covered by this Section, existing Temporary Cover drivers and other similar part-time cover classifications (e.g., regular, temporary or utility drivers) shall, however, maintain the first right to perform this delivery work in accordance with the terms of the applicable Supplement, Rider or Addendum.**

**If Peak delivery needs are not met by existing part-time employees or cover drivers, the Employer may hire seasonal support drivers who use their personal vehicles to deliver packages between November 15th and December 26th each year.** Seasonal support drivers will be part-time seasonal hires, W-2 employees and Union members in accordance with Article 3, Section 2. The Union shall be provided access to these employees for the purpose of encouraging them to join the Union. These employees will receive a three (3) hour daily guarantee. Such employees shall be entitled to all privileges and benefits that may be provided in the applicable Supplement, Rider or Addendum.

Both existing and Seasonal Support Drivers covered by this Section shall be reimbursed at the applicable IRS rate for all miles driven to perform deliveries and be provided insurance coverage for their vehicle while performing work.

**In no event shall the implementation of this Section serve to diminish the overtime opportunities for RPCDs not using the protections of Article 37, Section 1(c) as of September 1st of that year, or alter bid delivery area routes for RPCDs.**

#### **Section 4 Sure Post**

1) In order to retain existing commercial customers that are solicited by a competitor offering services similar to those described herein, or to attract new commercial customers, the Company may offer service contracts that include the delivery of packages by the USPS. Packages eligible for such delivery will normally be less than ten (10) pounds in weight and less than two (2) cubic feet in size, in accordance with paragraph (2) below. The Company shall employ technology, prior to the applicable preload operation, which identifies packages in excess of ten (10) pounds or two (2) cubic feet shipped via SurePost, so that they are redirected to bargaining unit drivers. Further, UPS agrees that the SurePost will not be presented as a general service offering except at UPS stores. This service will only be offered for shipping from a business to a residential customer. The Company agrees that it will not use SurePost as a basis to diminish the size of the bargaining unit. Notwithstanding any provision to the contrary, UPS agrees that it will increase, as provided below, the number of SurePost packages redirected to the bargaining unit on a contract year basis as measured by the national average daily volume (ADV). The redirected volume will be increased by two (2) percent as compared to the national ADV for calendar year 2022 (i.e. 42%) for the contract year beginning August 1, 2023. For each of the following contract year ending

dates the percentage of volume redirected shall be as follows: 8-1- 2024 (44%); 8-1-25 (45%); 8-1-26 (46%); 8-1-27 (48%); and 8-1-28 (50%).

2) The Company will continue to use technology that identifies two or more SurePost packages to be delivered to the same address and/or any combination of SurePost package(s) and ground package(s) to be delivered to the same address. In such circumstances, all of the SurePost package(s) and groundpackage(s) will be delivered by package drivers. The Company will maintain and update the technology that identifies multiple addresses in close proximity, defined as within one hundred (100) feet, to which any combination of Sure post and ground packages are to be delivered. The Company will monitor and test the technology used for redirect to ensure it is operating in accordance with the parameters of this Section not less frequently than annually and shall provide evidence of the testing to the Union's Director of the Package Division. The Company shall meet with the Competition Committee to review any potential expansion of the volume to be redirected and determine if it is economically feasible to handle in UPS' operations.

The Company shall not deactivate or interfere with the operation of the technology that redirects Surepost volume to the Company unless volume is being rolled in a building due to delivery constraints. In such event, redirect will only be deactivated for the affected building(s). The redirect technology shall be maintained to ensure that it is impossible for any local Employer operations representative to suspend its operation. The UPS President of Labor Relations, or their designee, will provide written notice to notify the Union's Director of the Package Division of any the building in which the deactivation is taking place.

(4) If a driver or inside employee identifies a package designated for SurePost that is clearly more than ten (10) pounds and/or larger than two (2) cubic feet, the package shall be removed from the system and redirected for delivery by a package driver unless the Employer cannot deliver to the specified address. The Employer shall ensure its employees are made aware of the opportunity to redirect packages in excess of the limits set forth in this Section. The Company will maintain an Exception Resolution Application to ensure that, once a package is identified, a clerk shall redirect the package(s) to the appropriate package driver. No employee shall be disciplined for redirecting a package pursuant to this paragraph.



## **Section 5 DOT Hours of Service**

The Company shall not change the DOT sixty (60) hours in seven (7) days to the seventy (70) hours in eight (8) days rule for package drivers except at Peak. With prior approval of the Company's President of Labor Relations and the Teamster's Package Division Director, the DOT standard may also be changed if required due to Acts of God or emergencies creating service disruptions. When the Company changes the sixty (60) hour rule it shall first solicit volunteers to work in excess of sixty (60) hours from all package car drivers in the center. If sufficient volunteers cannot be obtained to cover the over sixty (60) work hours, the Company will first force seasonal package car drivers, non-seniority package car drivers, and then part-time cover driver classifications. Any regular package car driver who volunteers to work over sixty (60) hours in a week pursuant to this paragraph will be compensated at double-time for those hours. This paragraph supersedes any provision in any Supplement, Rider or Addendum which addresses this subject. This Section is not intended to give the Company the right to force seniority package car drivers to work on a weekend unless permitted by the applicable Supplement, Rider or Addendum.

## **ARTICLE 29**

### **JURY DUTY/FUNERAL PAY/MARTIN LUTHER KING DAY**

#### **Section 1 Jury Duty**

When a seniority employee is called for jury duty service, he/she shall be excused from his/her regular duties on the days he/she is required to appear in court or comply with jury rules that prevent him/her from reporting for work. For any regularly scheduled workday in which time off for such jury service is granted, the fulltime employee shall be paid his/her guarantee and the part-time employee shall receive four (4) hours' pay at his/her straight-time hourly rate, less any amount received as a jury duty fee if such fees are defined as wages under applicable laws. The employee shall be required, however, to turn over to the Employer adequate proof of his/her jury duty service and compensation, if any, in order to receive the compensation above provided.

Employees who are scheduled to work a day shift shall not be required to report for work on any day he/she is required to report for jury duty unless released from jury duty not less than six (6) hours prior to the end of his/her regularly scheduled shift, in which event he/she will be allowed two (2) hours from the

time he/she is re-leased from jury duty to report and work the remainder of his/her regularly scheduled shift.

Employees scheduled to work any shift other than the day shift shall not be required to report to work on any day he/she is required to report for jury duty unless he/she has been released from jury duty not less than four (4) hours prior to the start time of his/her regular shift and provided further he/she would complete such shift not less than ten (10) hours prior to the time he/she is required to report for jury duty the next/following day. Notwithstanding the above, no employee, working other than a day shift, will be required to report to work on a night if he or she has served jury duty that day and that service prevents him or her from reporting for work. An employee's schedule will be adjusted by the Employer when possible, to avoid a situation in which the employee otherwise misses more than one day of work for any day of jury duty.

In the event an employee returns to work after being released from jury duty and works beyond his/her regularly scheduled work day such hours worked shall be compensated for at the applicable overtime rate of pay.

An employee who is required to report for jury duty during a week of previously scheduled vacation may select another available week of vacation.

Time spent on jury duty service will be considered time worked for purposes of Employer contributions to health & welfare and pension plans, vacation eligibility and payment, holidays and seniority, in accordance with the applicable provisions of the Supplemental Agreements, Riders and Addenda.

The language contained in this Article will supersede any provision in any Supplement, Rider or Addendum.

## **Section 2 Funeral Leave**

In the event of a death of a member of the employee's family, a seniority employee shall be allowed a reasonable time off to attend the funeral or other bereavement rite.

**Members of the employee's family means spouse, child, or stepchild, grandchild, father, mother, brother, sister, grandparents, mother-in-law and father-in-law and step-parents.**

A regular full-time employee shall be guaranteed two (2) days off to be taken between the day of death and two (2) working days following the funeral

provided the employee attends the funeral or other bereavement rite. In cases involving the funeral of a relative listed in paragraph 2 above, an employee who attends the funeral or bereavement rite is guaranteed a minimum of two (2) days off.

**An employee shall be allowed one (1) day off to attend the funeral or other bereavement rite of a sister-in-law, spouse's grandparent or a brother-in-law. Reimbursement for this day shall be the same as provided below.**

Time off shall not extend beyond the day of the funeral unless an additional day is required for travel, except as provided above. In no event will total compensated time off exceed four (4) scheduled workdays. The employee will be reimbursed at eight (8) times the employee's straight-time hourly rate for each day lost from work for those employees whose regular scheduled workweek is five (5) days, and ten (10) times the straight-time hourly rate for those employees whose regular scheduled workweek is four (4) days. Parttime employees will receive the same benefits as above, paid at four (4) times the employee's hourly rate. Better conditions contained in Supplements, Riders or Addenda will be maintained by present employees. All employees hired after July 2, 1982 will be covered by the above language.

#### **Section 4 Martin Luther King Jr. Holiday**

The Martin Luther King Jr. holiday will be added as a named holiday in the Supplements, Riders or Addenda, effective upon ratification of this Agreement.

## **ARTICLE 34 HEALTH & WELFARE AND PENSION**

### **PART TIME HEALTHCARE**

#### **Section 2 TeamCare (Part time)**

**(d) Notwithstanding any contrary provision in any Supplement, Rider, or Addendum, (i) individual and dependent/spousal health coverage will be made available to part-time employees on the payroll as of or hired after August 1, 2018 after nine (9) months of active employment.**

## **ARTICLE 37 MANAGEMENT EMPLOYEE RELATIONS**

### **HARASSMENT/8 HOUR REQUESTS/9.5 REQUEST/MANAGEMENT RIDES**

**(a) The parties agree that the principle of a fair day's work for a fair day's pay shall be observed at all times and employees shall perform their duties in a manner that best represents the Employer's interest. The Employer shall not in any way intimidate, harass, coerce or overly supervise any employee in the performance of their duties<sup>1</sup>. The Employer shall not retaliate against employees for exercising rights under this Agreement. In considering any grievance alleging retaliation for exercising his their rights under the Agreement, the severity and timing of the Employer's actions that modify an employee's work assignment or reprimand employees shall be relevant factors to a determination of motivation. The Employer will treat employees with dignity and respect at all times, which shall include, but not be limited to, giving due consideration to the age and physical condition of the employee. Employees will also treat each other as well as the Employer with dignity and respect.**

The following language is applicable to grievances arising from Article 37 Section 1(a) which allege intimidation, harassment, coercion or over supervision:

1. Grievances not resolved by the Local or Area grievance procedure shall be forwarded to the National Article 37 Grievance Committee. Such Committee shall be comprised of an equal number of Union and Employer representatives and a sitting arbitrator who shall decide the merits and penalty of each case in the event of a deadlock by the Committee. Cases will be presented and decided in accordance with Article 8 and the National Grievance Committee Rules of Procedure.
2. The Article 37 Committee shall be empowered to provide a monetary penalty for each proven violation of this Section up to a maximum penalty of five (5) three (3) times the employee's daily guarantee depending on the severity of the offense.
3. Any individual member of management deemed by the Committee to have committed two (2) or more violations of this Section within a two (2) year period shall be required to appear in person before the Committee for any subsequent grievance(s). Failure of the management person to appear, absent a legitimate excuse, shall result in a negative inference.

### **8 Hour Request**

(b) It is the policy of the Employer to cooperate with a package car driver who desires to be relieved of overtime, subject to the understanding that such

package car driver will complete his/her their assignment, and subject to the provisions below.

**The Center Manager and the Steward shall process such requests based on seniority. The Employer shall allow a minimum of ten percent (10%) of the package car drivers worked in any Center off on a daily basis. No package car driver's dispatch will be adjusted more than two (2) times per month. It is understood that to accomplish the above the Employer may need to provide an earlier start time. This subsection applies regardless of whether the driver has opted in or out pursuant to the provisions of subsection (c) below. Such requests shall not be submitted during the months of November and December.**

An employee who desires to be relieved from overtime on a particular day must make a written request on a form furnished by the Employer. **Such a request must be submitted no later than the start of their shift on the third (3rd) calendar workday day preceding the day being requested. A signed copy of the request form stating approval or disapproval shall be returned to the employee by the end of the employee's next working day.** Such request shall be granted or denied in accordance with the terms of this subsection. If a request is denied on the above referenced form, the employee shall receive a two (2) hour penalty payment at their double time rate if the request should have been granted at this time based on the criteria set forth in this sub-section. This two (2) hour payment shall also apply if the Employer approves the request and later informs the employee they cannot be relieved of overtime, provided the request continues to meet the criteria set forth in this sub-section.

In addition, if an employee's request is granted but the Employer fails to adjust the driver's dispatch prior to, but no later than, their scheduled start time so as to provide an amount of work that can reasonably be completed within eight (8) hours which then causes the driver to work in excess of eight and one-half (8.5) hours to complete their route, the driver shall be entitled to a two (2) hour penalty payment at his/her their double time rate and the driver will retain the eight (8) hour request for later use. No penalty shall be due if the employee exceeds the eight and one-half (8.5) hour threshold as a result of events beyond the Employer's control.

**Any employee whose request is granted shall not be required to work more than eight (8) hours on the approved day. If the driver's dispatch for whatever reason was not adjusted, the work will be removed prior to departing the building. While on the route, if the driver determines that they will not be able**

to finish within eight (8) hours, the driver will notify management who shall have the responsibility to make the necessary arrangement to ensure the driver is off in the requested eight (8) hours. Drivers shall notify management no later than 1:00 P.M. if they cannot complete their assigned work within eight (8) hours. No employee shall be threatened, harassed, or disciplined by management in the exercising of this right.

#### **(9.5) Request**

(c) The Union shall circulate and collect the names of eligible package drivers who wish to be covered by the provisions of this Section once each year. This list shall be provided to the Company by January 5th of each year. The Employer shall make a reasonable effort to reduce package car drivers' workdays below nine and one half (9.5) hours per day for those on the list. If a review indicates that progress is not being made in the reduction of assigned hours of work, (i.e the package driver has worked more than 9.5 hours on three (3) days in a work-week), **the following language shall apply, except for the period from November 15th through January 15th of the following year:**

**Employees within the full-time driver classification shall be eligible for the protection of this Section provided: (1) the employee covers a route for a full week; (2) the employee bids or is assigned to cover a route for a full week but is prevented from completing that bid or assignment due to reassignment by the Employer; or (3) an employee with four (4) years of seniority as a full-time package driver.**

Drivers who choose to opt-in on the 9.5 list shall have the right to file a grievance if the Employer has continually worked a driver more than nine and one half (9.5) hours per day for any three (3) days in a workweek. The Company will not assign excessive over-time on the two (2) remaining days within the workweek in order to retaliate against a driver for opting onto the 9.5 List. If the employer is found to have assigned excessive overtime for the remaining two days in violation of this provision, the Cochairs shall have the discretion to award a penalty at triple time as outlined in this section.

The "opt-in" lists provided by the Union shall become effective on January 15th. A driver may add or delete his/her their name from the list at any time, with one week's notice to the Employer.

If a driver is paid a penalty under this subsection more than four (4) times in a calendar year a meeting shall be scheduled with the District Labor Manager,

Business Agent and the Co-Chairs, or their chosen designee of the applicable Supplemental panel within forty-five (45) days of the filing to determine what actions are necessary to ensure compliance.

## **Section 2 Management Rides**

Not more than one (1) member of management will ride with a driver at any time except for the purpose of training management personnel. No driver will be scheduled for more than one (1) day's ride per year with more than one (1) member of management on the car. **Such day will not be used for disciplinary purposes.** The sole reason for two (2) management employees on the car is for supervisory training. If a supervisor assists a driver during an O.J.S., that day will not be used in determining a fair day's work.

During scheduled safety training for feeder drivers the supervisor will only drive for demonstration purposes and this will not exceed one (1) three (3) hours per workday.

## **Section 3**

**Any alleged violation of this Article shall be subject to the applicable grievance procedure. Where an employee has submitted a grievance regarding an excessive number of rides, no member of management shall ride with that employee unless and until the local level hearing is concluded provided such hearing is held within five (5) working days. If the Union has a legitimate reason for not being available within the five (5) working days, the period will be extended up to a total of ten (10) working days.**

**The Employer will give no less than twenty-four (24) hours' notice to a senior driver prior to any ride, except in cases of post-accident/injury rides. Such notification will include the reason for the ride.** The results of any ride will be reviewed with the employee and steward. A copy of the documentation related to the ride shall be provided to the employee and steward upon request. The twenty-four (24) hours' notice may be waived by mutual agreement.

## **ARTICLE 40 AIR OPERATION**

### **Preamble**

In order for the Employer, the Union and the employees to further benefit from the expanding air operations, the following Sections shall supersede language on

the same subjects in the Supplements, Riders and Addenda, unless specifically stated otherwise in this Article.

### **Section 1—Air Drivers**

(a) Air driver work shall consist of delivery and pickup of air packages which, because of time and customer commitments, cannot be reasonably performed by regular package drivers. Such work may include:

(1) Delivery of air packages which the regular delivery drivers cannot deliver within guaranteed time commitments.

(2) Delivery of air packages arriving at the facility after regular drivers have been dispatched.

(3) Delivery and pick up of air packages on weekends and holidays.

(4) On Call Air pickups.

(5) Pick up at air counters and drop boxes.

The Company shall not expand the utilization of part-time employees to pick up drop boxes, including those containing ground packages. The Company shall provide the International Teamsters Union with a report no later than March 1, 2013 and, thereafter, an annual report by August 15th of each year for the prior contract year identifying for each Local Union the total number of drop boxes being picked up by regular full-time package drivers, full-time air/combo drivers, and part-time air drivers. The ratio of drop boxes picked up by regular full-time package drivers, full-time air/combo drivers and part-time air drivers shall be maintained (within two (2) percentage points) during the term of this Agreement. Additional drop boxes will be picked up by the same ratio of regular full-time drivers, full-time air/combo drivers and part-time air drivers as established by the March 1, 2013 report. The Company shall, when feasible, use full-time employees to pickup drop boxes. Upon ratification of this agreement the size of future drop boxes shall not exceed twenty-two (22) cubic feet without the mutual agreement of the Co-chairs of the Joint National Air Committee.

(6) Additional late air pickups.

(7) Air drivers may, on an exception basis, be used to make service on packages which are not air packages.



An exception package is intended to be when an Air Driver is making a pick up, as outlined above, after the regular driver has been at the customer's premises, and the customer has an

exception ground package(s) for shipment, the air driver may make service on this package(s). Air drivers may continue to pick up Automatic Return Service packages but the features of this service will not be expanded.

Any violation of Section 1(a) (7), shall obligate the Employer to pay the Air Driver involved the difference between their rate of pay and the top regular package car driver wage rate existing at that building. Grievances concerning violation or abuse of this shall be referred directly to the National Air Committee.

(8) Delivery of early AM Packages.

(9) Movement of air packages to airports and other locations such as service centers, UPS buildings and driver meet points. Shuttle work currently performed by regular full-time drivers shall be excluded. Should a regular full-time driver vacate a position which includes air shuttle work, that job shall either be rebid as it previously existed and continue to be paid at the regular driver rate or the air shuttle work may be combined with other air work to create one (1) or more full-time air or full-time combination job(s) paid in accordance with Section 6 below. In no event shall such shuttle work be assigned to a part-time air driver.

Shuttle work currently being performed by part-time air drivers shall be converted to full-time air driver work when the driver vacates the job except when there is not enough work available to create a full-time job.

(b) The workday for Air Drivers shall be as follows:

(1) Eight (8) hours scheduled work in the air driver's classification, or a combination of eight (8) hours scheduled work in the air driver's classification and other bargaining unit classifications, except air walker. These employees shall receive all appropriate full-time benefits.

(2) Less than eight (8) hours scheduled work in the air driver classification or a combination of less than eight (8) hours scheduled work in the air driver classification and other bargaining unit classifications, except air walker. The Employer will notify the Union within thirty (30) calendar days in writing when a less than eight (8) hour position is created, and the Union will have thirty (30) calendar days to grieve the implementation if they believe such position is improper. This grievance shall go directly to the National Air Committee. These

less than eight (8) hour employees shall receive appropriate part-time benefits. No less than eight (8) hour combination job will be rescheduled to create two (2) part-time jobs.

(3) Combinations which require more than a two (2) hour gap between jobs will normally not be used unless mutually agreed to by the Local Union and the Employer.

### **(c) Air Driver Work Week**

The workweek for full-time air drivers currently working a Monday through Friday workweek shall continue on that schedule. The work-week for additional full-time air drivers shall be any five (5) consecutive days in seven (7), and for all part-time air drivers shall be any five (5) in seven (7) days.

### **(d) Air Driver Guarantee and Overtime**

(1) Full-time air drivers shall have the same daily and weekly guarantees as provided for regular drivers in the applicable Supplement, Rider or Addendum. They shall receive overtime pay for hours worked in excess of eight (8) hours in a twenty-four (24) hour period or in excess of forty (40) hours per week. Fulltime air drivers who work a sixth or seventh report shall receive time and one half (1 ½) for all hours worked.

(2) Less than eight (8) hour air drivers (part-time air drivers) who have a regular scheduled start time shall have a three and one-half (3-1/2) hour daily guarantee. They shall receive overtime pay for hours worked in excess of eight (8) hours in a twenty-four (24) hour period or in excess of forty (40) hours per week.

(3) Any less than eight (8) hour combination air driver (part-time combination air drivers) who works their three (3) hour guarantee shall be guaranteed four (4) hours. They shall be paid overtime for work in excess of eight (8) hours in a twenty-four (24) hour period or in excess of forty (40) hours per week.

(4) The provisions above do not apply to an air exception driver who performs extra work under Sections 1 (h), (j) or (k) below.

(5) Employees in paragraphs (2) and (3) above shall be entitled to all other provisions in their Supplement, Rider or Addendum (such as rest periods, shift differential, bidding to full-time jobs and layoff provisions, etc.).

### **(e) Start Times**

All full-time and part-time air drivers, who have a scheduled assignment, shall have start times posted the previous week. Start times may be adjusted with notification prior to the employees reporting to work.

**(f) Break Periods**

(1) Full-time air drivers shall receive the same provisions for lunch and/or breaks as regular drivers receive in their Local Supplement, Rider or Addendum.

(2) This provision is not intended to give less than eight (8) hour air drivers or less than eight (8) hour combination air drivers more than one (1) break unless specifically stated otherwise in the Local Supplement, Rider or Addendum. However, any less than eight (8) hour air driver (part-time air driver) or less than eight (8) hour combination air driver (part-time combination air driver) who is dispatched with eight (8) or more hours will be provided the same break or lunch period as that provided to full-time drivers under the applicable Supplement, Rider or Addendum.

**(g) Bidding Procedure**

Air driver jobs shall be subject to the appropriate bidding procedures in the applicable Supplement, Rider or Addendum.

**(h) Exception Air Drivers**

(1) The Employer and the Union recognize that there may be air packages that cannot be delivered by the regular full-time package car driver or the scheduled air drivers listed in this Section. Therefore, the parties agree to continue the practice of allowing the use of part-time employees who have signed the exception qualified list or who have expressed in writing their desire to be on the list and who have been certified to deliver these exception air packages.

(2) Employees certified on the Exception Air Driver list who have not worked over forty (40) hours in the current work week shall be offered this work by seniority.

(3) Exception air drivers shall have no guarantee and will be paid only for the time worked making air deliveries. In the event a part-time employee works over eight (8) hours in any one (1) twenty-four (24) hour period, they shall be compensated at the rate of time and one-half (1-1/2) for all hours worked over eight (8) hours at the rate of pay specified in Section 6 below

(4) No exception air driver shall be required by the Employer to wait at a center for packages off the clock.

### **(i) Personal Vehicles**

Air Exception drivers will use the Employer's vehicles whenever possible. Air Exception drivers who would happen to use their personal automobiles shall be reimbursed at the IRS limit applicable per mile for all miles driven to perform the air driving work in addition to their air driver wages. When an employee uses their own vehicle in the service of the Employer and is involved in an accident, the Employer shall be responsible for the damages to both the employee's vehicle and to the other person's vehicle and/or property, and will provide liability insurance coverage.

### **(j) Holiday Work**

When it is necessary to provide air service on holidays, the following procedure shall be used:

(1) The Employer shall offer this work in seniority order to fulltime air drivers who have worked at least one (1) day that week before offering it to part-time air drivers.

(2) When the scheduling needs cannot be met using the above provision, the Employer shall have the right to force part-time air drivers and then full-time air drivers to work starting in reverse order of seniority. If after exhausting the above steps scheduling needs are still not met, the Employer shall offer the work in seniority order within the package driver classification. If more drivers are still needed the reverse seniority order concept will be used for package drivers. Package car drivers who work on a holiday may make a written request for an eight (8) hour guarantee. Such written request shall be made the last work day prior to the holiday. All time worked by these drivers on a holiday will be paid at the Supplemental holiday rate.

(3) The scheduling of the support work will be reviewed with the Local Union prior to the holiday. If the Local Union believes that the Employer has scheduled an excessive number of support employees, it shall have the right to appeal directly to the National Air Committee. The National Air Committee will review the schedule and determine whether the Employer has scheduled an excessive number of support employees. If it is determined by the National Air Committee that the Employer worked excessive support employees, the excessive employees worked shall be paid double-time for hours worked in addition to their holiday pay.

(4) Air drivers and support employees scheduled on a holiday to ensure air service to the customer, including time performing incidental work, shall receive straight-time for all hours worked up to eight (8) hours in addition to the holiday pay. Overtime provisions shall apply if the employee works over eight (8) hours.

(5) All part-time bid air drivers who work on a holiday will be provided a three and one half (3 ½) hour guarantee.

### **(k) Saturday or Sunday Air Work**

(1) To perform Saturday or Sunday air work the Employer and the Union recognize the need for air drivers other than those regularly scheduled. Qualified part-time employees who are interested in performing this work will so notify the Employer, be certified and be placed in seniority order on a posted qualified air driver list. Such work will be first offered in seniority order to employees on the qualified list who have not worked more than thirty-seven (37) hours in the current week. This work shall then be offered in seniority order to qualified part-time employees regardless of hours worked. If the scheduling needs still cannot be met, and additional employees are needed, the Employer may force qualified part-time employees in reverse seniority order.

(2) These employees shall be paid at the air driver's straight-time rate of pay in accordance with Section 6 below. Time and one half (1-1/2) will be paid after eight (8) hours per day or after forty (40) hours per week.

(3) All employees working as an air driver on Saturday or Sunday under this Section shall have a three (3) hour guarantee.

(l) References in this Article to an air driver, part-time or fulltime, include employees who on a scheduled basis, perform (1) only air driving work, or, (2) air driving work in combination with other bargaining unit work.

### **Section 2 Air Walkers**

(a) Air Walkers may deliver and/or pickup air packages and shall not drive any vehicle which requires a drivers license in the performance of their duties.

(b) Air Walkers will not be used to pick-up or deliver ground packages.

(c) Air walkers shall start and end the day in the area they work.

(d) Air Walkers shall be guaranteed three (3) hours per day and shall be given a ten (10) minute paid break.

(e) Air Walkers shall be paid in accordance with Section 6 below.

(f) Air Walkers shall receive all part-time benefits and conditions of employment as outlined in the appropriate Supplement, Rider or Addendum including the right to bid into full-time jobs. An air walker position shall be open for bid to current employees prior to tilling that position from the outside.

(g) The intent of this Section is not to eliminate present full-time air jobs and/or combination jobs.

### **Section 3 Air Hub and Gateway Operations**

Employees presently working in or hired into existing air hubs and/ or gateways shall continue to work under the present agreements covering the air hub and gateway operations. If no agreement exists, Article 40, Section 3 shall apply. However, if Section 3 is silent, the appropriate Supplement, Rider or Addendum will apply.

#### **(a) Workweek**

(1) The workweek for air hub and gateway employees shall consist of any five (5) days in a seven (7) day period.

(2) Air hub and gateway employees hired prior to August 1, 1987 shall have the right to maintain the workweek in existence at that time, if such workweek exists.

#### **(b) Daily Guarantees**

The three (3) hour daily guarantees shall apply whenever possible. Further, the parties agree that in those areas that do not currently have a daily guarantee, the following procedure shall apply: If eighty percent (80%) of the employees reporting to a shift work three (3) or more hours for thirty (30) working days within a forty-five (45) day period, except for peak season such shift shall be entitled to a three (3) hour guarantee. The Employer may also provide a higher daily guarantee to the extent it does not conflict with the overtime rules in the applicable Supplement, Rider or Addendum. Grievances concerning this issue shall be brought directly to the National Air Committee.

#### **(c) Holidays**

(1) When it is necessary to operate an air hub and gateway operation on a holiday, those employees worked will be paid overtime in addition to holiday pay if it is not a scheduled workday for those employees.

(2) For those employees not qualified for overtime, as stated above, the holiday will be a normal workday.

(3) The holiday shall be defined as the day the holiday is nationally observed.

(4) Start times on these days may differ from normal workday start times.

(d) Rest Periods—Air operation employees who are covered by a daily guarantee shall receive the same rest period provisions as outlined in the appropriate Supplement, Rider or Addendum.

**(e) Newly Expanded Hubs and Gateways**

If an air operation is expanded or altered and is no longer able to effectively operate, the Employer and the Union shall meet to work out any needed modifications, which would be subject to approval of the National Air Committee.

**(f) Seniority**

(1) Air hub and gateway employees shall work off one (1) seniority list within each operation, unless otherwise mutually agreed. Part-time employees covered under this Section shall be given the same opportunities for full-time positions as described in the appropriate Supplement, Rider or Addendum. Where those Agreements are silent or are not clear, the Employer and the Local Union shall meet and agree upon a method of affording the opportunity for full-time employment.

(2) In air hub and gateways that currently have no procedure to recognize part-time seniority, part-time employees with one (1) or more years of seniority will be allowed in seniority order to fill permanent vacancies on a different shift and/or fill permanent vacancies between the airport sort facility and the ramp in all months except November and December. The employee will be allowed to exercise this procedure once a year.

**(g) Start Times**

Start times may be adjusted with notification, prior to the employees reporting for work, to coincide with the arrival and departure of parcels.

**(h) Rain Gear**

The Employer shall provide all outside ramp employees rain gear, to include, pants and tops. De-ice crews shall be provided with insulated coveralls, insulated gloves, boots and rain gear that is large enough to fit over the insulated coveralls.

**(i) Air Gateway**

In addition to the Union's right to organize employees at the Company's air gateways in accordance with applicable law, work performed at air gateways shall be performed by United Parcel Service bargaining unit members in accordance with the following procedure:

The Union Chairperson of the National Air Committee shall serve the Company Chairperson of the National Air Committee with written notice of the Union's position that work at a particular gateway is appropriate for conversion to work performed by United Parcel Service bargaining unit members. Upon receipt of notice, the Union and Company Chairpersons of the National Air Committee shall meet to review the details of the specified gateway operation, including if necessary an inspection of the air gateway. For work at an air gateway/ramp operation (including any sort work performed on the ramp) to be performed by United Parcel Service bargaining unit members, all of the following criteria must be met:

- (1) The air gateway operation must have an established five (5) day workweek with a minimum of three (3) hours of continuous work on all shifts (excluding rest periods provided in the appropriate Supplement, Rider or Addenda) for all employees;
- (2) There is a minimum of forty (40) potential bargaining unit members on the ramp;
- (3) The Company currently owns, rents or leases the appropriate ramp equipment. Disputes over the economic impact of the Company's ability to purchase, rent or lease the necessary ramp equipment will be resolved by the Union and Company National Air Committee Chairpersons; and,
- (4) The Company is not prohibited from obtaining legal permission to operate on the airport ramp by the operating authority of that particular airport.

Once the Union Chairperson of the National Air Committee has served the Company Chairperson of the National Air Committee with written notice of the Union's position that a particular air gateway is appropriate for conversion in accordance with the criteria set forth in (1) through (4) above, the Company



agrees that subsequent alteration or changes in the four (4) criteria listed above, which are made by the Company, shall not be used as a subterfuge to avoid conversion.

The conversion period shall be no longer than one hundred twenty (120) days from the date the Union and Company Chairpersons verify that the above stated criteria have been satisfied. The completed conversion of an air gateway to work being performed by United Parcel Service bargaining unit members under the provisions of this Section shall not be affected by subsequent alteration or changes in the criteria set forth in (1) through (4) above at any such converted air gateway.

Air gateway location(s) which utilize a Teamster represented vendor contracted by United Parcel Service are not subject to this Section.

#### **Section 4 Start Times for Air Shuttle and Air Feed Drivers**

Because of the nature of the air business, regular air shuttle and air feed drivers may have flexible start times on Monday, Friday, Saturday, Sunday and/or holidays to coincide with the needs of the Employer's air operations.

#### **Section 5 Grievance Procedure**

(a) A Joint National Air Committee shall be appointed for the purpose of continually reviewing the progress of the air expansion and the unforeseen problems that may arise. This Committee shall have the authority to amend, alter, add to and delete provisions of this Article as it deems necessary to further the best interests of the employees and the Employer's air operation.

(b) All grievances, controversies and/or disputes concerning the Air Operation shall be subject to the regular grievance procedure. Any decision rendered by a local, state or area panel which interprets Article 40 shall not be precedent setting in any other case.

(c) Any dispute concerning the interpretation or applicability of this Article including cases which have deadlocked at the lower level shall be submitted to the Joint National Air Committee for resolution. Such resolution will include the right to submit the matter to arbitration in accordance with Article 8 Procedures. Decisions made in accordance with this Section shall be final and binding on all parties.

#### **Section 6 Wages**

All hourly wages for employees covered under Article 40 will be determined in accordance with this Section, Article 22 and Article 41 where specified.

(a) Part-time air drivers including exception air drivers will be paid as follows:

Start \$23.00  
Twelve (12) months \$24.00  
Twenty-four (24) months \$25.00  
Thirty-six (36) months \$29.00  
Forty-eight (48) months Top Rate

(1) Effective August 1, 2023, the prior \$33.94 forty-eight-month (top) rate will change on August 1st of each year of the Agreement to reflect the agreed upon general wage increases.

(2) Seniority part-time employees entering a part-time air driver job after the effective date of this Agreement will begin at the seniority rate.

Part-time employees who are awarded a scheduled part time air driver job shall receive progression credit in accordance with the following: for each four (4) days on which exception air work was performed in the two (2) years immediately prior to the bid award, one (1) month of progression credit shall be granted. In addition, if a bid part-time air driver is displaced, they will retain their progression credit under paragraph (a.) for any air exception work.

b. Full-time air drivers will be paid as follows:

Start \$23.00  
Twelve (12) months \$24.00  
Twenty-four (24) months \$25.00  
Thirty-six (36) months \$29.00  
Forty-eight (48) months Top Rate

1. Effective August 1, 2023, the prior \$35.94 (top) rate will change on August 1st of each years of the Agreement to reflect the agreed upon general wage increases.

2. Seniority full-time employees entering a full-time air driver job will be slotted based on their Company seniority.

(c) All new hire full-time or part-time air drivers will be placed in the applicable progression in paragraphs (a.) or (b.) above. All existing full-time or part-time air drivers in progression on August 1, 2023 shall be slotted into the new progressions in paragraphs (a) or (b) above, as applicable. Part-time employees who bid into a full-time air driver job covered by this Section will be red-circled at their current wage rate until such time as the calculated progression rate set forth above exceeds that rate. The transfer date will become their full-time start date for the purposes of applying the progression set forth above. A part-time employee shall not lose the red-circle protection provided by this paragraph as a result of transferring from one full-time air driver job to another full-time air driver job.

(d) All current full-time or part-time air drivers who are out of the progression in the prior agreement shall receive the general wage increases provided for in accordance with Articles 22 or 41, as applicable.

(e) Employees in existing or newly created less-than-eight-hour combination jobs shall be paid the part-time air rate in accordance with paragraph (a.) above for air driver work and their normal part-time wages for the hours worked in other classifications in accordance with Article 22.

(f) Employees who are in existing full-time combination jobs or who hereafter enter a full-time combination job shall be paid the appropriate full-time air rate for air driver work and appropriate inside part-time rate for the hours worked in other classifications.

If an employee has no established inside rate, that employee will be paid the appropriate part-time rate in accordance with their Company seniority.

(g) Employees on the exception air driver list shall continue to be slotted into the part-time air driver progression in paragraph (a.) above based upon the length of time the employee has been performing air exception work. Seniority employees who begin performing air exception work will start at the seniority rate. New part-

time employees signing up to perform air exception work will receive the start rate in paragraph (a.) above until they gain seniority.

(h) Part-time air hub and gateway employees and air walkers shall be paid the applicable part-time rate of pay as set forth in Article 22, Section 5(a) or (b). However, if a part-time employee is awarded an air walker job they shall continue to receive their inside rate in accordance with Article 22. Full-time air hub and gateway jobs shall be paid in accordance with Article 41, Section 3 unless there is an existing agreement under Article 40, Section 3 expressly providing a pay rate for such a classification.

(i) Air operation employees who are covered by a daily guarantee shall receive the same rest period provisions as outlined in the appropriate Supplement, Rider or Addendum.

(j) Upon ratification of this agreement, employees performing deice and pushback duties in air hubs and gateways shall be paid an hourly premium for the duration of the shift in which such duties are performed. For deice duties the premium shall be one dollar (\$1.00) per hour, for pushback the premium shall be seventy-five cents (\$0.75) per hour.

Within thirty (30) days of the implementation of the Employer's new payroll processing system, but no later than January 1, 2026, the following shall apply:

Employees performing k-loading duties, on aircraft only, shall receive a premium of fifty cents (\$0.50) per hour for the duration of the shift in which such duties are performed.

## **ARTICLE 41 FULL-TIME EMPLOYEES**

### **22.2 WAGES/22.3 WAGES**

#### **Section 1. Full-time Wage Increases**

All full-time employees who have attained seniority as of August 1, 2028, will receive the following general wage increases for each contract year. The total wage increase for the year will be as follows:

2023 two dollars and seventy-five cents (\$2.75)  
2024 seventy-five cents (\$0.75)  
2025 seventy-five cents (\$0.75)  
2026 one dollar (\$1.00)  
2027 two dollars and twenty-five cents (\$2.25)

(c) The progression for employees entering a package car driving, feeder or other full-time job (other than an air, Article 43 jobs, or a job covered by Sections 3 or 5, 4 or 6 below) after August 1, 2023, shall be as follows:

Start \$23.00  
Twelve (12) months \$24.00  
Twenty-four (24) months \$25.00  
Thirty-six (36) months \$30.75  
Forty-eight (48) months Top Rate

**Part-time employees on the payroll as of July 31, 2023 who subsequently are promoted to full-time employment under this paragraph will be red circled until such time as the calculated progression rate exceeds that rate.** The transfer date will become his/her their full-time start date for purposes of applying the above progression.

If a part-time employee bids to a full-time position and the top rate of the classification is less than their current rate, the employee shall be placed at the top rate of the new classification immediately.

### **Section 3 Full-time Inside Wages**

The rates in this Section shall not apply to any full-time inside jobs guaranteed in Article 22, Section 2 created prior to August 1, 1997. Rather, for employees entering those jobs, Article 41, Section 2 (c) above shall apply.

**Part-time employees whose rates are higher than those set forth below who bid into a full-time inside job covered by this Section shall be paid their current inside wage rate plus the general wage increases.**

**Other part-time employees who bid into a full-time inside job covered by this Section will be red circled at their current wage rate until such time as the calculated progression rate set forth below exceeds that rate.** The transfer date will become their full-time start date for purposes of applying the progression set forth below. A part-time employee shall not lose the red circle protection

provided by this paragraph as a result of transferring from one full-time inside job to another full-time inside job.

Start \$23.00  
Twelve (12) months \$24.00  
Twenty-four (24) months \$25.00  
Thirty-six (36) months \$28.00  
Forty-eight (48) months Top Rate

The Top Rate shall be \$35.94 plus the general wage increases provided in Section 1 above.

Employees who are in progression as of the date of ratification, will be slotted into the above progression. When the progression is completed for these employees, the employee shall be placed at the then current top rate and shall thereafter be eligible to receive the general wage increases beginning on the next date specified in Article 41, Section 1.

Full-time employees who bid into a full-time inside job covered by this Section will be paid in accordance with their full-time seniority date. Full-time employees with four (4) or more years of full-time seniority who bid into a full-time inside job will be paid the top current rate of the classification.

The above progression shall also apply to full-time inside jobs within UPS CSI notwithstanding any applicable Addendum.

## **ARTICLE 46 – WORK PERFORMED BY SUPERVISORS**

### **SUPERVISOR WORKING/VOLUNTEER LISTS FOR EXTRA WORK**

The work of Supervisors will not include assignments to work normally performed by employees in the bargaining unit except for the purpose of training, demonstration, safety and the prevention of service failures. **The Company will notify the Local Union to include stewards and/or alternate stewards, if available before performing hourly work. Before the Company uses supervisors to perform hourly work, that work will be offered to available employees. The**

**Company will post a list for volunteers to cover unscheduled absences, increased volume and other instances where it would require a supervisor to perform hourly work. Copies of the list will be provided to the Local Unions involved, including updates. Employees who sign the list will be required to be available when called. Employees will be called in seniority order. Calls will be verified by a steward or bargaining unit employee when possible.**

**Guaranteed hours and overtime provided in Article 50, Section 1 will not apply to this unscheduled work. The Company will notify employees as soon as the need is known.** UPS Training programs will be reviewed with the Union. The application of demonstration, training, safety and for the prevention of service failures shall be determined by mutual agreement between the Company and the Local Union. This provision will not be used as a subterfuge for hiring regular part time employees.

Violations of this Article, if not resolved by the grievance committee, will be referred to the Supplemental Negotiating Committee.

## **ARTICLE 47 – LEAVE OF ABSENCE**

### **LOSS OF LICENSE**

#### **Section 3**

A driver whose driver's license has been revoked is obligated to notify the Company five (5) days prior to the revocation, if possible. If the Company cannot be notified five (5) days prior, it will be reported on the day after the license is revoked.

Upon ratification of this agreement, when a driver's license has been revoked for reasons other than those for which he/she can be discharged by the Employer, leave shall be granted for such time as his/her license is revoked, but not to exceed eighteen (18) months. An employee whose driver's license has been revoked, but for not more than eighteen (18) months shall be offered non-driving jobs where such jobs are available at the prevailing rate of pay for the classification of work he/she performs. Said employee will not be permitted to replace another full time employee, regardless of seniority, but he/she may displace the most junior part-time employee in his/her location or be offered available work before it is assigned to new employees. In the event an employee shall suffer a suspension or revocation of his/her chauffeur's license because of a succession of local, state, or federal violations, caused by the employee complying

with his/her Employer's instructions to him/her, the Employer shall provide employment for such employee at not less than his/her regular earnings at the time of such suspension for the entire period thereof, subject, however, to the seniority and lay-off provisions applicable to him/her at the time of such suspension. Successions referred to above shall not include any points or citations accrued toward suspension or revocation which are accumulated when the employee is not following Employer's instructions.

An employee who loses his/her license due to a DUI, and is incarcerated for DUI, will be eligible for a leave of absence not to exceed thirty (30) days on a one-time basis. This may be extended by mutual agreement.

A Union member elected or appointed to serve as a Union official shall be granted a leave of absence during the period of employment in such position, without discrimination or loss of seniority rights, and without pay. Any existing agreements with a Local Union shall be maintained.

## **ARTICLE 48 – SENIORITY**

### **SENIORITY/LAYOFFS/BIDDING/CREATING JOBS/TCD'S**

#### **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**

**Seniority, on a Center basis, shall prevail at all times.** The application of seniority shall be determined by mutual agreement between the Employer and the Local Union; provided, however, that Employer and Unions agree as follows:

(a) Mergers, Sale or Lease of Operations – While it is not the policy of the Employer to merge, sell, or lease operations, the Employer agrees that should it happen, the seniority of the employees taken over shall be dovetailed with the existing employees, except that if one (1) of the merged, sold, or leased companies is insolvent at the time of the take-over, the employees of the insolvent company will go to the bottom of the list.

(b) Opening and Closing of Centers – Whenever a center is opened or closed or partially closed, the Local Unions involved, and the Company will determine the number of jobs to be transferred. The employees affected will be entitled to follow the work. If the number of employees pre-determined to move has not

been reached, the remaining employees in the center or classification in the building will be offered the work in seniority order.

Temporary Cover Drivers will be permitted to move to fill any package car jobs not filled by package car drivers in the building from which the work was moved.

All part time and full time employees who transfer will have their seniority dovetailed.

In the event no employee elects to follow the work and it becomes necessary to reduce the work force, the least senior of the employees shall be laid off first and they shall not be permitted to displace part time employees.

All Changes of Operations will be reduced to writing and forwarded to the Joint National Change of Operations Committee.

If any of the parties cannot agree on a Change of Operations, they shall contact the Joint National Change of Operations Committee. A Change of Operations Committee will be established in each Regional Area to resolve any disputes.

(c) All employees who elect to follow the work will have the onetime right to return to their original Center to fill new permanent jobs or vacancies within three (3) years of the date of such transfer and their seniority shall be dovetailed.

## **Section 5 – Reduction of Force**

### **Section 5.1**

(a) The Employer agrees to give regular full time seniority employees two (2) days notice of intended layoff.

(b) In the event of a layoff, the Employer may recall a laid off employee for temporary work or as a temporary replacement for another employee in which event the agreed upon notice of layoff as provided in this Section, will not apply to said employee.

(c) When it becomes necessary to reduce the working force, the least senior employee in his/her classification shall be laid off first, and when the force is again increased, the employees shall be returned to work in the reverse order by classification in which they were laid off, providing they still maintain seniority as described herein. Stewards shall be the last employees to be laid off, and under no circumstances shall they be discriminated against.

In the event a full time employee is laid off, he/she shall be allowed to displace the least senior employee in any classification if qualified; however, if he/she elects to replace a feeder driver, he/she must be DOT qualified to handle the equipment.

In the event of a layoff in the feeder classification there will be three (3) moves within the feeder classification to be completed within ten (10) days. Any other employees within this classification who are displaced as a result of these moves will work as assigned.

## **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.**

## **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 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 ( Training Areas will fifteen (15%) of the total bid routes excluding full time cover). 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.

**Vacancies or new jobs (1<sup>st</sup> moves) are within classification.**

**2<sup>nd</sup> moves are open to all full time employee's.**

**3<sup>rd</sup> moves are filled as follows:**

**(Hub) off of the part time to full time interest list.**

**(Pkg car) will be assigned to unassigned full time drivers until all unassigned drivers have been assigned bids. Once all full time drivers have a bid route excluding full time 22.3 covers than 3<sup>rd</sup> moves will be filled by TCD's in seniority order.**

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 1st through January 1st.**

**(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 1st through December 31st shall not count towards the calculation of the thirty (30) in forty-five (45) days.**

**(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.**

(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 multicenter 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 it- self create another fulltime 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 of each year.**

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

### **GUARANTEED HOURS/FULL TIME INTERST LIST/6<sup>TH</sup> PUNCH/PREFERRED JOBS/SHIFT TRANSFERING/GUARANTEED DOUBLES/LAYOFF**

#### **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 (5<sup>th</sup>) 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 (1<sup>st</sup>) 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 Fulltime 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 (1<sup>st</sup>) Wednesday in January and the first (1<sup>st</sup>) 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 fulltime 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) parttime to everyone (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.

### **Preferred Jobs**

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.

### **Shift Transferring**

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.

### **Guaranteed Doubles**

### **Section 5**

When any full time inside employee is not working due to a long term injury, illness (1 work week or longer) or vacation, he/she will be replaced by the senior part time employee until the full time employee returns. The coverage of these

jobs cannot conflict with the part time employee's normal work assignment. If it becomes necessary to fill the job with two (2) part time employees, the eight (8) hour guarantee will not apply. For the part time employees replacing these full time employees, the overtime provisions of Article 50, Section 1 will not apply except for time and one half over eight (8) hours. The rate of pay will be the part timer's normal rate of pay. These days shall not accrue toward full time seniority.

While covering these full time jobs, the part time employees will continue to receive part time benefits.

## **Layoffs**

### **Section 6**

After a five (5) day layoff, a part time employee may exercise his/ her seniority and displace the least senior part time employee in the building.

The first two (2) weeks after Christmas will be excluded from this provision.

It is understood that the most junior part time employee on the shift will be laid off first.

## **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.

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 his/her 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.

## ARTICLE 52 – DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of a complaint against such employee to the employee, in writing, and a copy of the same to the Union, except that no warning notice need be given to an employee before he/she is discharged if the cause of such discharge is dishonesty, drinking alcoholic beverages or being under the influence of drugs or in illegal possession of drugs during the workday (including meal period) or drunkenness, recklessness resulting in serious accident while on duty, or the carrying of unauthorized passengers while on the job or offenses of equal seriousness. Except for serious accidents, a driver will not be removed from the payroll during an investigation of an accident. The driver can be assigned to non-driving work during this period. Before disciplinary action is taken, a meeting shall be held with the employee and the employee shall have the right to choose a Steward who is readily available and on the premises. In the case of discharge for any offense other than the above mentioned, including suspension, the disciplinary action will be held in abeyance for two (2) weeks to give the Local Union the opportunity to intervene prior to the action being taken. **The warning notice, suspension or discharge as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice, suspension or discharge.**

Any disciplinary action will list the violation(s) and be by proper written notice to the employee and the Union affected. **Disciplinary letters must be issued by the Company within ten (10) working days** after the incident. Any employee may request an investigation as to his/her discharge or suspension. Should such investigation prove that an injustice has been done an employee, he/ she shall be reinstated. The C.P.A.P.G.C. or the impartial arbitrator shall have the authority to order full, partial or no compensation for time lost. Appeal from discharge or suspension must be taken within ten (10) days by written notice and a decision reached within thirty (30) days from the date of suspension or discharge. An employee shall be given a copy of any Company form or document signed by the employee if requested.

## ARTICLE 53 – MEAL PERIOD

### UNPAID LUNCH/10 PAID BREAK

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**, 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.**

### **Part time unpaid rest**

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**

The parties are agreed in principle that where practical the meal period will not start before the employee has been on duty three (3) hours or after the employee has been on duty five (5) hours.

### **Section 3**

The Employer may direct any employee to work all or part of his/ her one (1) hour meal period, in which event the employee shall receive twenty (20) minutes to eat on the Employer's time, and the employee may not be dismissed one (1) hour early but must be worked to the employee's regular quitting time, producing a minimum of one (1) hour of overtime pay.

### **Section 4**

At the option of the employee, he/she may either break this one (1) hour into two (2) periods, one (1) of twenty (20) minutes after the first (1st) hour and prior to the completion of the third (3rd) hour, and a later meal of forty (40) minutes or take a single sixty (60) minute period. Should the employee have committed air deliveries, the first break will be after their completion. However, due to the

special needs of the business, the Employer reserves the right to require certain designated employees to take one (1) continuous hour for lunch.

### **Section 5**

No employee shall use the Employer's equipment to drive home to lunch.

### **Section 6**

The meal period for employees assigned to work inside will be scheduled as close to the middle of the shift as possible. It is understood, however, that the Company may change the time for meal periods, if in its opinion, the needs of the operation so require.

### **Section 7**

All full time employees will be entitled to a paid ten (10) minute daily rest period as follows:

(a) Package drivers will take the rest period during the second (2nd) half of the work day on the respective delivery area.

(b) Feeder drivers and all other full time employees will take the rest period at such time as may be mutually agreed to by the Company and the employee. It is understood, however, that the Company may change the time for the rest period if in its opinion the needs of the operation so require.

(c) All inside employees shall be assigned their break period which may be changed from time to time as the needs of the operation may require.

## **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.

#### **Start time change for full time employees**

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 parttime start times are changed, however, notification will be no later than the previous work day prior to the change in start time.

## **Section 2**

Employees called to work shall be allowed reasonable time, without pay, to get to the center and shall be paid full pay from the time they report or register in as ordered. If called and reporting, employees shall be guaranteed eight (8) hours pay at the rate specified in this Agreement for their classification of work. If an employee is put to work he/she shall be guaranteed a minimum of eight (8) hours pay. In order to qualify for any guarantee under this Article, an employee must commence work at his/her scheduled starting time and complete his/her scheduled shift.

If an automotive mechanic or maintenance mechanic has completed his/her work and been released, but is later recalled for emergency work after having left the center, he/she shall be paid a minimum of four (4) hours at the applicable pay rate.

**ARTICLE 55 – WAGES & WORKING CONDITION**

**Section 1 – Central Pennsylvania Wage Schedule**

<b>Classification</b>	<b>Existing Rate</b>	<b>8/1/2023</b>	<b>8/1/2024</b>	<b>8/1/2025</b>	<b>8/1/2026</b>	<b>8/01/2027</b>
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
Car washer, 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



**(a) Part-time Employees General Wage Increases**

- 2022/2023 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.

**Part Time Employees Longevity pay**

(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.

**(b) Newly Hired Part-time Employees**

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

- Start \$21.00
- Twelve (12) months \$21.50

Twenty-four (24) months \$22.00  
Thirty-six (36) months \$22.50  
Forty-eight (48) months \$23.00

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 part-time clerks will be 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.

### **Package Driver Helpers**

(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 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:**

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.

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

An employee may be required to work in more than one job classification within any work day, but shall be compensated at the rate applicable to the highest rated classification for all work performed during that day. In order to qualify, an employee shall work a minimum of one (1) hour in the higher classification. When an employee is requested to work in a lower wage rate classification, he/she shall receive his/her regular rate of pay for all such lower rated work performed.

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

(a) Emergency: Defined – An Employer may immediately suspend the agreed upon Notice of Layoff for the duration of an emergency, beyond the Employer's control, which compels an interruption or delays in operations when the emergency is caused by strikes, sleet or snowstorms, ice, flood, fire or civil disturbances.

b) Determining an Emergency – An Employer may individually determine when emergency situations named in paragraph (a) will interrupt or delay his/her operations. He/she may then declare an emergency and suspend the agreed upon Notice of Layoff during - 228 - the period the emergency exists. In the event of a dispute as to the existence of an emergency, the question of the emergency shall be subject to the grievance procedure.

(c) Application of Seniority – During a declared emergency, available work shall be assigned regardless of job classification provided the employee is qualified to perform the available work.

(d) Work and Pay Guarantees – Hourly rate job classifications – employees assigned to and working in job classifications subject to hourly rates are guaranteed eight (8) hours pay at the applicable hourly rate each time they are assigned work during a declared emergency. Agreed upon Notice of Layoff does not apply during a declared emergency.

## **ARTICLE 56 – IMPASSABLE HIGHWAYS**

In any instance of breakdown or impassable highway which prevents an employee from proceeding to his/her destination (or, if instructed, from returning to his/her Center), the employee shall be paid for all time up to the time at which he/she arrives at a place of lodging with overtime payments if appropriate. Once he/she has arrived at a place of lodging, the employee shall be considered to be relieved of duty until called to duty. If more than one (1) day elapses before the employee is called to duty, he/she shall be paid for not less than his/her regular daily guarantee (eight (8) or ten (10) times the employee's regular hourly rate) for each calendar day so long as he/she is away from his/her home Center because of a breakdown or impassable highway. The Employer agrees to pay reasonable costs for meals and lodging.

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

### **Protection of Conditions**

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions, as negotiated or agreed upon, shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement.

## **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 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:

#### **Week After Thanksgiving (Hunting Season) Percentages%**

- 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 **ten percent (10%)** or at least one (1) employee per classification per center off per day on Personal Holiday. **The 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># in Classification in Center</b>	<b># Personal Holiday per day</b>
<b>49 or less</b>	<b>1 Personal Holiday per day</b>
<b>50 to 249</b>	<b>2 personal Holiday per day</b>
<b>250 and above</b>	<b>3 personal Holiday per day</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 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 Holiday and Sunday Pay**

All time worked in job classifications subject to hourly rates and worked on Sundays or holidays shall be paid at double (2) time in addition to the holiday pay, except in the case of any employee whose regular work period starts on a Sunday or holiday evening or ends on a Sunday or holiday morning. Employees working Sunday in an established Sunday operation shall be paid double (2) for the seventh (7th) consecutive day worked in the Employers established work week.

The above language shall not apply to extra or non-bid Sunday feeder work, this work will be offered to qualified drivers in seniority order at the straight time rate of pay. Qualified drivers must meet DOT hour's requirements and complete work timely to start his/her normal Monday bid start time.

In the event no qualified feeder driver selects this work, the work will be offered to replacement drivers at straight time rate of pay.

## **Section 3**

When operating schedules require that part time employees work on a holiday, they shall be given the next day off as the holiday. If required to work that next day, they shall be given the premium pay for holiday work. If not required to work that next day, they shall be given holiday pay. However, the work done on the holiday itself shall be paid for at regular rates.

## **Section 4**

All employees considered on the seniority list as regular employees as defined in Article 48, Section 1, of this Agreement, shall be paid for any holiday occurring during any said week of their employment.

## **Section 5**

An employee shall not be paid for a specified holiday when he/she was legitimately discharged or when he/she quit prior to the week in which a specified holiday occurs, or when he/she was laid off, or was off duty because of

occupational or non-occupational disability more than thirty (30) days prior to the specified holiday.

## **Section 6**

When any of the above specified holidays occur on a Sunday, the following Monday shall be considered the holiday for application of the provision of this Article.

## **Section 7 – Holiday Pay**

Employees working job classifications subject to hourly or salaried rates shall receive eight (8) hours pay at the applicable rate of pay even though the employee is not required to work the holiday. Employees working two (2) or more job classifications subject to hourly rates during a week in which a specified holiday occurs shall be paid for the holiday on the basis of the straight time hourly rate applicable for the job on which the greatest number of hours has been worked. Compensation for part time employees who qualify for holiday pay shall be paid four (4) hours per day at their straight time hourly rate. Temporary Cover Drivers shall be paid eight (8) hours per day at their current wage progression rate if they have worked as a Temporary Cover Driver within fifteen (15) days prior to the holiday or worked eight hundred (800) hours as a Temporary Cover Driver in the preceding vacation period. Temporary cover drivers who have driven 800 hours will be paid off for unused personal days at eight (8) hours at their current progression rate.

# **ARTICLE 59 – VACATIONS**

## **Section 1**

Subject to the following qualifying provisions, employees covered by this Agreement shall be granted vacations with pay during each vacation period in accordance with the following schedule.

Period of Employment	Vacation Period
1 year, less than 2 years	1 week
2 years, less than 9 years	2 weeks
9 years, less than 15 years	3 weeks



15 years, less than 20 years	4 weeks
20 years, less than 25 years	5 weeks
25 years or more	6 weeks

**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, 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.

### **Combination Weeks**

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.

### **The Week After Thanksgiving (Hunting Season)**

(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 will be sent to the Local Union one (1) week prior to posting upon written request.

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

Holiday pay shall be paid in addition to vacation pay when a holiday specified in this Agreement occurs during a selected vacation period.

### **Section 7 – Vacation Pay**

(a) Application to Local Operation – Job Classification Subject to Hourly Rates:

Vacation pay shall be forty-five (45) hours for full time employees and twenty-two and one-half (22-1/2) hours for part time employees, payable at the applicable straight time hourly rate for each vacation week.

b) For Work in Two (2) or More Job Classifications During Qualifying Period – Vacation pay for each vacation week shall be the average weekly wages earned at the straight time earnings for the last twenty-six (26) weeks worked immediately preceding the employee’s vacation period.

(c) Vacation pay shall not be paid in lieu of a vacation period.

(d) Employee, upon giving a reasonable notice of not less than one (1) week to the Employer, shall be given his/her vacation pay before starting his/her vacation.

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

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

Full time seniority employees for whom contributions shall be paid are all employees who have worked **sixty (60) hours** or more for the Employer during the preceding month. All newly hired full time seniority employees shall be covered the first (1st) day of the month immediately following their acquisition of seniority regardless of whether the sixty (60) hours were worked before or after gaining seniority.

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

The Employer shall continue to pay the monthly contributions for any covered employee who becomes disabled in a month for which the Employer paid the contribution to entitle said employee for benefits from the Fund so long as said employee shall continue to be disabled and unable to return to the regular performance of his/ her duties, provided, however, **the Employer shall only be obliged to pay said monthly contribution as follows:**

for a maximum period of three (3) months from the date of disability for any employee employed less than one (1) year at the time of the start of said disability.

for a maximum period of six (6) months from the date of disability for any employee employed one (1) year to three (3) years at the time of the start of said disability.

for a maximum period of nine (9) months from the date of disability for an employee employed for more than three (3) years at the time of the start of said disability.

## ARTICLE 65 – PENSION FUND FULL TIME EMPLOYEES

### Section 2 – Employee Eligibility

(a) New full time seniority employees shall be eligible for contributions to the Pension Fund after they have been on the payroll for **thirteen (13) full weeks**.

(d) After completing the thirteen (13) weeks of employment the specified contribution shall be paid for each calendar month an employee is assigned and **works 86 hours or more**. If an eligible member employee works less than 86 hours in a calendar month, the Employer shall report to the Trustees the actual number of hours worked even though no contribution is due.

### Section 4 – Employer Contributions During Employee Disability

(a) The specified contribution shall be paid for the following periods for employees who, because of accident or sickness disability, are absent and unable to perform work assigned by the Employer:

1. For three (3) months for employees who have been continuously employed by the Employer for five (5) years or less on the date absence for accident or sickness disability begins.

2. For six (6) months for employees who have been continuously employed by the Employer for five (5) years but less than ten (10) on the date absence for accident or sickness disability begins.

3. For nine (9) months for employees who have been continuously employed by the Employer for more than ten (10) years on the date absence for an accident or sickness disability begins.

### **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 fulltime 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 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

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 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.