

# New England Supplemental Agreement

For the Period Beginning August 1, 2013 through July 31, 2018

*covering:*

The parties reserve the right to correct inadvertent errors and omissions.

Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**.

## ARTICLE 52 – TIME RECORD

A daily time record shall be maintained by the Employer for all of his employees. Each employee shall “punch in” his own time card or badge or device at the start of the day, and “punch out” his own time card or badge or device at the completion of the day’s work at the Employer’s place of business.

**Where applicable, swipe cards will be provided for employees at their designated “punch in” and “punch out” location. Upon request an employee may review his/her time card/time record for the previous days work.**

## ARTICLE 55 – PART-TIME EMPLOYEES

### Section 1

Part-time employees are defined as employees who, when reporting to work as scheduled, shall receive the guarantee provided in Article 22, Section 5 (b), except for those part-time employees scheduled to work eight (8) hours. Should any part-time employee be required to work beyond the fifth (5<sup>th</sup>) hour he shall be paid one and one half (1 ½) times his regular hourly rate for those hours worked in excess of five (5) hours on that day.

When an employee elects to accept an assignment to a second shift, prior to the end of their regular shift this provision shall not apply

## ARTICLE 55

### Section 4

Part-time employees will not be permitted to do ~~delivery driving or~~ tractor trailer feeder driving work. Part-time employees will be permitted to move vehicles within the confines of the Employer’s property only for the purpose of avoiding

delay in their work except when unassigned drivers are available in the building.

Where part-time employees are used in the carwash classification, they will be permitted to drive equipment to and from the carwash.

**Part-time employees may place their names on a list for Temporary Cover Drivers. The list will be posted for a two (2) week period effective January 1st and July 1st of each year.**

**Qualified Temporary Cover Drivers and Casual Drivers may work during the months of June, July, August, the first two (2) weeks in September, and from October 15<sup>th</sup> through January 15<sup>th</sup>. Temporary Cover Driver jobs will be filled by part-time employees consistent with Article 57, Section 2 (b) (1). Temporary Cover Drivers will be utilized prior to Casual employees. Temporary Cover Drivers will be recalled based upon earliest date of qualification as a Temporary Cover Driver.**

**Temporary Cover Drivers shall continue to accrue part-time seniority. Part-time employees who successfully complete a thirty (30) day qualification period working as a Temporary Cover Driver will not have to complete another probationary period as a successful bidder on a regular full-time position. An employee who fails to qualify shall not be allowed to re-qualify one (1) year.**

**Once qualified as a Temporary Cover Driver, employees will be assigned to the building in which they are domiciled as a part-time employee. Temporary Cover Drivers shall not be required to perform driving work in other buildings unless mutually agreed to by the Employer and the Union.**

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**(a) While performing cover for full-time seniority drivers part-time employees shall receive the applicable package car driver progression rate of pay as provided by Article 41 of the National Master Agreement or his/her part-time wage rate whichever is higher. Part-time employees working as Temporary Cover Drivers shall accumulate progression service time credit which will move them through the progression schedule contained in Article 41. As they reach pay rate anniversaries under the progression schedule they shall receive the appropriate hourly wage rate contained in the schedule or their part-time rate if higher. Upon permanent transfer from part-time to full-time the company shall recognize the accumulated progression service time under the Article 41 progression schedule and shall place the new full-time employee at the hourly rate provided by the progression schedule based upon their accumulated progression service time or their part-time wage rate if higher. It is understood that accumulated progression service will only be recognized for wage schedule progression purposes and not for seniority credit on the full-time seniority list.**

**(b) While working as a Temporary Cover Driver part-time employees shall be paid eight (8) hours straight time for Sick and Personal Days at the appropriate rate of pay.**

**ARTICLE 56 – SUPERVISOR WORKING**

It is understood that supervisors will not perform any work that is assigned to employees covered by this Agreement except for the purpose of training, demonstration, safety education or emergencies. **The Employer agrees not to improperly utilize emergency conditions or training and demonstration as a way to perform bargaining unit work.** In the event a supervisor does perform bargaining unit work the shop steward will be notified.

**ARTICLE 57****Section 2 – Bidding**

(3) Temporary vacancies within the Package classification created by long term injury or illness shall be filled by the following method:

The Parties agree that Temporary vacancies created by Long Term injury or illness will be bid on the ninety first (91<sup>st</sup>) day. The Parties further agree the temporary vacancy will be posted as an “A” bid consistent with Article 57 and Article 66 Section 1 subsection c.

In the event of an injury or illness that results in no long term determination of absence, the Employer will utilize Cover drivers to cover the job for the duration of ninety (90) days. The Union and the Company will discuss an extension of posting if it appears that the employee will be returning to work soon after the ninety first (91<sup>st</sup>) day.

**Section 3 – Layoff**

(a) In the event of **an extended** layoff **the Company and the Local Union shall meet and review the procedures as a result of any jurisdictional bumping, occasioned by post Christmas volume decline.** The least senior employee in the classification affected will be laid off or he may elect to displace the least senior employee in any other classification provided he is senior to the employee he is displacing. The displaced employees may then exercise his seniority in the same manner in any other classification until the least senior employee is laid off. -In all other cases when a bid job is consolidated, discontinued or suspended, the employee shall work as assigned. In the event the bid job is not restored after fifteen (15) workdays, the employee affected may elect to displace any employee in his or any other classification provided he is senior to the employee he is displacing and qualified to perform the job selected.+ The displaced employee may then exercise his seniority in the same manner. Moves resulting from such displacements shall be limited to three (3). Should a fourth (4<sup>th</sup>) displacement result, such displacement shall be made after thirty (30) days.

**When there are junior people in the package driver classification working in a building and there are senior people in the same classification who are on layoff in another building within the jurisdiction of the Local and in the same UPS District, pursuant to the preceding paragraph, the senior person will be allowed to take the work by virtue of their seniority in the package classification for the duration of the layoff. When their bid job is again available, the employee shall return to the original center unless a job is posted for bid then the applicable bidding process pursuant to the contract shall prevail.**

(b) Full-time seniority employees hired prior to August 1, ~~1993-1997~~ who may be subject to layoff will be assigned to displace one (1) or more part-time employees in the building if any part-time employees are working in that building.

In such case, said employee will be provided with eight (8) continuous hours of work at the appropriate rate for the classification of work performed, except that:

1. If said employee displaces a part-time employee and continues to perform the same work as his full-time assignment, he will continue to receive his regular rate of pay.
2. If in the building there is a part-time employee receiving a wage rate higher than that of the displaced part-time employee(s), the full-time employee will receive such higher rate.

~~(c) Full time seniority employees hired after August 1, 1993 who may be subject to layoff will be afforded the opportunity to work part time on one (1) or two (2) shifts in their building.~~

~~The laid off full time employees hired after August 1, 1993, part time rate of pay will be established according to their company date of hire.~~

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This condition will exist for all full-time employees hired after August 1, 1993, until they have completed their two (2) year progression and are receiving the top rate of pay in their classification. At this completion they will be entitled to the normal eight (8) hour guarantee.

**(c) Seniority employees hired after August 1, 1997 who may be subject to layoff, will be afforded the opportunity to work part-time on one (1) or two (2) shifts in their building. Said employees who have completed their full-time progression and are receiving top rate of pay in their classification will be paid the top rate of pay provided in Article 41, Section 3, for each hour of work, whether they displace one (1) or two (2) part-time employees.**

**(1) Said employees will be provide with eight (8) continuous hours of work, if available in their building. When eight (8) continuous hours of work is not available, said employees will be afforded the opportunity to work part-time one (1) or two (2) shifts in their building, including split shifts, if available. The determination of the availability of eight (8) continuous hours will be made by the Labor Manager, Division Manager and the Local Union. It will not be predicated on the creation of work that does not already exist.**

**(2) For employees covered by the Article 57, Section 3 (c) who have not completed the full-time progression in their classification, the part-time rate of pay will be established according to their company date of hire.**

#### Section 4 – Other Applications of Seniority

(h) Employees hired for temporary job openings **in the Package Classification from October 15 through ~~December 31~~ the first two full weeks of January and in the Feeder Classification from October 15 through the first two weeks of January** will not accrue seniority during that period and such job openings shall not be posted for bid during that period. If returned to work within sixty (60) days after that period, they shall be placed on the seniority list with credit back to their employment dates, providing they have met all other requirements for seniority.

#### ARTICLE 61 – VACATIONS

**Add New: Employees who have earned at least two (2) weeks of vacation will have the option of declaring that he/she wants to split one (1) of the available weeks of vacation into five (5) single days. The employee must declare this option at the time of the vacation selection. Seniority will prevail in the selection of the single day(s). Single vacation days must be selected in writing a minimum of seven (7) working days prior to the day the employee desires off. The company will approve or deny the request within two (2) working days of receipt. Such vacation days will be paid at the same rate as vacations.**

#### ARTICLE 64 - BREAK PERIOD

There will be two (2) ten (10) minute break periods each workday, ten (10) minutes in the A.M. between the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) hours and ten (10) minutes in the P.M. between the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) hours. **Part-time employees working on a shift greater than six (6.0) hours or area practice will be eligible for a ten (10) minute break.**

#### ARTICLE 65 – FEEDER

##### 1. Feeder Drivers' Work

(b) **Feeder Driver work shall include but not be limited to pick up and deliver trailers at rail yards, airports, off-site pad areas, satellite facilities, and any other United Parcel Facility or Customer.** Feeder Driver shall not perform pick up or delivery work within the Operating Center, Subcenter or Hub City or the towns and cities contiguous thereto, except in their Local Union area, unless mutually agreed by the Negotiating Committee.

(c) **Feeder Drivers shall balance any and all equipment at any of the Employers locations inclusive of rail yards, airports, off site pad areas, satellite facilities and any other United Parcel Service facility or customer location.**

(f) When a starting time is changed, **or a destination change, a leg is added or deleted or any change to the bid** in the feeder classification, it will be subject to bid by the employees in the affected group. **Customer Pick Up (CPU) may be subject to re-bid if the bid drivers earning potential is diminished as a result of a deletion of such Customer Pick Ups (CPU). The employer agrees to review all additions and deletions with the Local Union or its designee prior to any postings.**

##### 3. Casual Feeder Drivers

(a) **Casual Feeder Driver will not be utilized until feeder qualified drivers on the TTQ list working in another classification are offered the work. Those intending to work in Feeders during peak must notify the company of their intent in writing by October 1st of each year. This declaration will be finding for that year.**

(d) **All peak jobs prior to December 1st inclusive of new jobs will be subject bid prior to a casual being assigned to a specific job. If the seniority list is exhausted, the employer has the right to assign a casual the work.**

#### ARTICLE 68 - HEALTH AND WELFARE

##### Section 1

(a) The Health and Welfare Funds which have been established by prior agreement between the Employer and the

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Union shall be continued in effect without interruption, except as further provided herein.

(b) Commencing with the first day of August, 2013 and for the duration of the current Collective Bargaining Agreement and any renewals or extensions thereof, the Employer agrees to make payments to the respective Health and Welfare Funds for each and every employee performing work within the scope of and/or covered by this Collective Bargaining Agreement whether such employee is a seniority, probationary, or casual employee irrespective of his status as a member or nonmember of the Local Union from the first hour of employment subject to this Collective Bargaining Agreement as follows. Health and Welfare contributions will not be made on temporary helpers as defined in Article 67, Section 5.

**Section 2**

Effective August 1, 2013 the Employer shall contribute to the respective Health and Welfare Funds the sum of \$9.4125 per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$ 376.50 per week for any one employee.

Effective August 1, 2014 the Employer shall contribute to the respective Health and Welfare Funds the sum of \$ 9.9125 per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$ 396.50 per week for any one employee.

Effective August 1, 2015 the Employer shall contribute to the respective Health and Welfare Funds the sum of \$ 10.4125 per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$416.50 per week for any one employee.

Effective August 1, 2016 the Employer shall contribute to the respective Health and Welfare Funds the sum of \$ 10.9125 per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$436.50 per week for any one employee.

Effective August 1, 2017 the Employer shall contribute to the respective Health and Welfare Funds the sum of \$ 11.4125 per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than \$456.50 per week for any one employee.

\* Subsequent contribution increases will be made pursuant to the terms and conditions outlined in Article #34 of the National Master Agreement for the life of this agreement

Commencing with the first day of August, 2013 and for the

duration of the current Collective Bargaining Agreement and any renewals or extensions thereof, the Employer agrees to make payments to the respective Health and Welfare Fund as follows:

(1) The Employer agrees to make contributions up to a maximum of forty (40) hours on behalf of a seniority full-time employee who may be on lay-off status during any payroll period but has completed three (3) days' work in that pay period and;

(2) The Employer agrees to make contributions up to a maximum of twenty (20) hours on behalf of a regular part-time employee who may be on lay-off status during any payroll period but has completed three (3) days of work in that pay period. For the purpose of this Section each hour paid for, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee, shall be counted as hours for which contributions are payable. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

Hourly contributions to the Health and Welfare Fund must be made for each hour worked on each regular or part-time employee as provided above, even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks in some other Health and Welfare Fund.

All contributions shall be made at such time and in such manner as the Trustees require and the Trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Welfare Fund.

If an Employer fails to make contributions to the Welfare Fund within seventy-two (72) hours after the notice of delinquency, the Local Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of this Agreement to the contrary notwithstanding and the Employer shall be liable for all costs of collecting the payments due together with the attorney's fees and such penalties which may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the grievance procedure or arbitration provided under this Agreement. No oral or written modification of this Article shall be made by the Local Union or the Employer and, if made, such modification shall not be binding upon the employees performing work with the scope of this Collective Bargaining Agreement

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and covered by this Article or upon the trustees of the respective Health and Welfare Funds.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees must be submitted directly to the Conference Joint Area Committee by either the Local Union or the Trustees. In the event of such disputes or questions, the company shall not be deemed to be delinquent, while the matter is being considered, but if the Conference Joint Area Committee, by majority vote, determines that contributions are required, the Company shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions.

The Conference Joint Area Committee may also determine whether the Company's claim was bona fide. In the event that the Conference Joint Area Committee is deadlocked, the matter shall be resolved by the National Grievance Committee.

### **Section 3**

The Employer and the Unions which are signatory hereto ratify the designation of the Employer and the Employee Trustees under such Agreement and ratify all action already taken or to be taken by such Trustees within the scope of their Authority.

## **ARTICLE 69 – PENSION FUND**

### **Section 1**

The Employer agrees to continue to make payments to the New England Teamsters and Trucking Industry Pension Fund for each employee covered by this Agreement as follows:

(a) Commencing with the first day of August, ~~2008-2013, and for the duration of the current Collective Bargaining Agreement between Local Unions and the Employer and any renewals or extensions thereof and for the period of time specified in the parties memorandum of understanding dated September 16, 2012,~~ the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this Collective Bargaining Agreement whether such employee is a seniority, probationary, temporary or casual employee, irrespective of his status as a member or a non-member of the Local Union, from the first hour of employment subject to this Collective Bargaining Agreement as follows:

**Commencing with the first day of September 16, 2012, August 2013 the said hourly contribution rate shall be \$6.20 but not more than \$210.40-\$248.00 per week for any one employee.**

Commencing with the first day of August 2013, the said hourly contribution rate shall be \$6.20 but not more than \$ \* per week for any one employee.

Commencing with the first day of August 2014, the said hourly contribution rate shall be \$6.20 but not more than \$ \* per week for any one employee.

Commencing with the first day of August 2015, the said hourly contribution rate shall be \$6.20 but not more than \$ \* per week for any one employee.

Commencing with the first day of August 2016, the said hourly contribution rate shall be \$6.20 but not more than \$ \* per week for any one employee.

Commencing with the first day of August 2017, the said hourly contribution rate shall be \$6.20 but not more than \$ \* per week for any one employee.

\*Subsequent contribution increases will be made pursuant to the terms and conditions outlined in Article #34 of the National Master Agreement for the life of this agreement

Commencing with the first day of August ~~2008-2013~~ and for the duration of the current Collective Bargaining Agreement and any renewals or extensions thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund as follows:

1. The Employer agrees to make contributions up to a maximum of forty (40) hours on behalf of a seniority full-time employee who may be on layoff status during any payroll period but has completed three (3) days of work in that payroll period and;

2. The Employer agrees to make contributions up to a maximum of twenty (20) hours on behalf of a seniority part-time employee who may be on layoff status during any payroll period but has completed three (3) days of work in that payroll period.

For purposes of this Section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

If a seniority employee (as defined in the Collective Bargaining Agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for the period of four (4) weeks, for forty (40) hours per week. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

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(b) The Employer agrees to and has executed a copy of the New England Teamsters and Trucking Industry Pension Fund Agreement and Declaration of Trust dated April 11, 1958 and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

(c) The parties agree that the pension plan adopted by the Trustees of the New England Teamsters and Trucking Industry Pension Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the fund as a deduction for income tax purposes.

(d) It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this Collective Bargaining Agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements of this Section of the Collective Bargaining Agreement regarding coverage and contributions, such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters and Trucking Industry Pension Fund. If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20<sup>th</sup>) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this Collective Bargaining Agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Fund have been under reported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this Agreement, any provision of this Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting there from. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fee and such interest, liquidated damages or penalties which the Trustee may assess or establish in their discretion. The Employer's liability for payment for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement. It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the New England Teamsters and Trucking Industry Pension Fund and/or the Local Union, the Local Union and its business agents or chief executive officer shall have no right to modify, reduce or forgive the Employer with

respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

(e) No oral or written modification of this Section regarding pensions and retirement shall be made by the Local Union or the Employer and, if made, such modification shall not be binding upon the employees performing work within the scope of this Collective Bargaining Agreement and covered by this Section or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

(f) All employers contributing hereunder shall post each month at each terminal or other place of business where employees have such access thereto an exact copy of the remittance report form of contributions sent to the fund.

(g) Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the Pension Fund and the Local Union serves a 72-hour notice of delinquency set forth in Article 65, Section 1 (d), such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.

(h) Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees must be submitted directly to the Conference Joint Area Committee by either the Local Union or the Trustees. In the event of such disputes or questions, the company shall not be deemed to be delinquent, while the matter is being considered, but if the Conference Joint Area Committee, by majority vote, determines that contributions are required, the Company shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Conference Joint Area Committee may also determine whether the Company's claim was bona fide. In the event that the Conference Joint Area Committee is deadlocked, the matter shall be resolved by the National Grievance Committee

**MEMORANDUM OF UNDERSTANDING**

Recognizing that the issues concerning Article 22.3 language are being negotiated by the National Committees, the parties agree that should there be no changes or agreements reached at National Negotiations concerning Article 22.3 issues, the Company and Local Union agree to meet after ratification to discuss local grievances resulting from the elimination of 22.3 jobs dating back to 2008 and to comply with the National Bargaining Committee Agreement.