

**Central Pennsylvania**  
**and**  
**United Parcel Service**  
**Supplemental Agreement**  
**to the**  
**NATIONAL MASTER**  
**UNITED PARCEL SERVICE**  
**AGREEMENT**

**For The Period: Date of Ratification**  
**thru July 31, 2013**

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

**For the Period:**  
**Date of Ratification through July 31, 2013**

**CENTRAL PENNSYLVANIA SUPPLEMENT**

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

**ARTICLE 46 - WORK PERFORMED BY  
SUPERVISORS**

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**

### **Section 1 - Time Off for Union Activities**

The Employer agrees to grant the necessary time off, without discrimination or the loss of seniority rights without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official business provided, forty-eight (48) hours' written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

### **Section 2 - Leave of Absence**

Any employee desiring leave of absence from his/her employment shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be secured from both the Union and Employer. During the period of absence, the employee shall not engage in gainful employment, except as provided in Section 3 below. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

It is understood that maternity leave for female employees shall be granted with no loss of seniority for such period of time as her doc-

tor shall determine that she is physically unable to return to her normal duties.

### **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**

### **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 his/her seniority date shall be the first (1<sup>st</sup>) 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 three (3) days, shall not count as working days. People attending orientations shall be paid a daily rate of fifty dollars (\$50.00) for full time and twenty-five (\$25.00) for part time. 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) day worked of the thirty (30) days worked in a ninety (90) consecutive day period.

### **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 paid 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 one-time 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 4**

Seniority shall be broken only by the following:

1. Discharge
2. Voluntary quit
3. Layoff for a period of three (3) years from last date of employment
4. Failure to respond to notice of recall
5. Unauthorized leave of absence or unavailable or failure to report for work for five (5) consecutive work days without satisfactory reason
6. Voluntary retirement

An employee who was removed from his/her Employer's seniority list because of a total and permanent disability, and who received total and permanent disability benefits from Social Security and/or the Central Pennsylvania Teamsters Pension Fund, and who recovers within a period of three (3) years from the date of his/her disability as outlined above, and is physically and mentally qualified to perform work of his/her former position with his/her Employer, shall be returned to that position or in the classification of work he/she performed at the beginning of his/her disability and in the seniority he/she held at that time.

## **Section 5 - Reduction of Force**

### **Section 5.1**

(a) The Employer agrees to give regular full time seniority employees three (3) 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 previously 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. In such cases the full time seniority employees will be guaranteed four (4) hours work for one shift or eight (8) hours work for two part



time shifts where available 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 appropriate rate (part time rate) of pay, except if in the building there is a part time employee receiving higher rate, then the full time employee will receive the higher rate.

The provisions of this Section shall not apply:

1. During the first three (3) days of emergencies beyond the Employer's control such as fire, flood, snow storm, power failure, T. O. F. C. delays or;
2. During strikes against UPS or other companies which require a reduction of the work force.
3. The Company will attempt to schedule sufficient vacations from December 24 of any year through the second (2<sup>nd</sup>) full week of the following January in order to avoid layoffs. In the event sufficient vacations have not been scheduled, the Local Union and the Company will meet to adjust the vacation schedule. Failing to agree on an adjusted schedule, the matter shall be referred to the General President of the International Brotherhood of Teamsters and the Vice President of Labor Relations for final resolution.

## **Section 6**

The Local Union Representative and the Employer shall mutually agree, in writing, on circumstances under which persons who leave the classification of work covered by this Agreement, but remain in the employ of the Employer in some other capacity, may retain seniority rights upon their return to their original unit. In the absence of such written agreement, such employee shall lose all seniority rights upon leaving.

## **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 (3<sup>rd</sup>) 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.

3. There shall be area selection for all full time package car drivers on the first Monday in January 2009, January 2011 and January 2013, 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. The area selection will be put into effect within ninety (90) days after the area selection list is removed.

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 (2<sup>nd</sup>) vacancy occurs as a result of filling the first (1<sup>st</sup>) opening it shall be bid in the same manner as the first. The third (3<sup>rd</sup>) vacancy, if one occurs, shall be filled by the Employer.

3. When a vacancy or new permanent job occurs in the feeder classification, employees in that classification in order of their seniori-

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

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

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

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

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

(1) The Company will have all bids ready for selection and for review by the stewards three (3) days prior to the start of the selection process.

(2) Bidding will commence two (2) Monday's prior to the first weekend in February and August of each year.

(3) Each driver will be assigned a day to bid a job in seniority order. List must be posted two (2) weeks before bidding.

(4) Drivers who are off on vacation, personal, sick days or for any reason shall provide the feeder manager a written list of their selections prior to their scheduled day, all exceptions shall be handled by the steward.

(5) A driver who fails to make a selection on their scheduled day shall be bypassed and bidding shall continue. Bypassed drivers may select the next day or later in the process from any remaining open jobs. A driver who fails to bid at all shall be placed by seniority on the Cover List where a Cover List exists or in the absence of a Cover List shall be assigned to an open bid.

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

Feeder drivers shall bid start times and destinations. Destination is interpreted to mean the most distant point. The run could consist of multi-point stop offs. These multi-point stop offs could deviate on a day-to-day basis or be increased or discontinued without justifying cancellation of the destination bid. If the destination is permanently changed the run shall be rebid. The Company will make every attempt to bid destinations which include local Trailer Delivery/Pickup and rail yard work. The bids will be reviewed with the Local Unions or Stewards prior to the feeder drivers bidding.

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

In the event of an emergency or possible service delay, the Company may temporarily reassign the driver another area within the center but it is the Company's intention that the cover drivers or junior drivers will cover runs unless desired by a senior employee.

(a) Package and Feeder drivers shall be permitted two (2) moves in any twelve (12) month period.

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. Package car driver training areas will be a maximum of fifteen per cent (15%) of the number of areas bid in each center. Below .5 will be rounded down; .5 and above will be rounded up.

(c) In the event starting times in a classification are changed by more than one (1) hour, the job will be rebid.

(d) A new permanent job shall be considered one that has been in existence for thirty (30) consecutive working days except that all jobs added in November and December shall be considered to be temporary jobs unless there is a local agreement.

(e) 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.

(f) Employees do not have the right to select any specific unit, load, sort or run, except in Section 7(b)4. When a vacancy or new job occurs in the sorter classification in the hub, pre-qualified package handlers will be afforded the opportunity to fill the job. In order to

provide the full time package handler in the hub the opportunity to move into the sorter classification, when a part time sorter vacancy occurs on a shift, the full time package handler will be afforded the opportunity to fill the part time vacancy for that shift at sorter's rate while sorting. The provisions of Article 55, Section 4 will not apply in this circumstance only. Should a subsequent part time sorter vacancy in an adjacent shift occur, that package handler sorter employee will be given the sorter job to create the full time sorter position and will be subject to the provisions of Article 55, Section 4.

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

(h) 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. A laid off Temporary Cover Driver may be assigned to displace the least senior part time Local Sort/Twilight employee in the center when no cover work is available. A laid off Temporary Cover Driver shall continue to have the right to displace the least senior part time Local Sort/Twilight employee in the center if seniority dictates. Temporary Cover Drivers shall continue to accrue part time seniority. Seniority part timers shall continue to receive paid for time not worked as a cover driver at their appropriate part time wage rate. The application of seniority among Temporary Cover Drivers in a multi-center building will be subject to review by the labor manager and the Local Union. Unresolved issues would be referred to the grievance committee; if not resolved, it will be referred to the negotiating committee for resolution. After ratification, regular temporary package drivers working in excess of one (1) year, either singularly or in

combination, covering for a specific person out on either compensation or disability, will in itself create another full time opening in that classification and will be bid under the appropriate article.

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

The first day driving date of a Qualified Temporary Cover Driver shall be 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, his/her 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 he/she successfully transfers 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.

(i) 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 (1<sup>st</sup>) Wednesday in January and the first (1<sup>st</sup>) Wednesday in July of each year.

(j) 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.

## **Section 8**

The Employer shall maintain individual seniority lists for auto

mechanics, maintenance mechanics and clerks in accordance with their respective job classification and they shall be separate and distinct from the seniority list of other employees covered by this Agreement. A clerical employee whose work is affected by computerization and whose job is abolished will dovetail into another classification for which the employee is qualified.

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

(a) Any qualified employee who is interested in qualifying as a tractor trailer driver, shall so notify the Employer. Such employees, in the building, in seniority order, will be permitted to attend the Employer training program which will be established periodically. The training program will consist of one (1) week of non-productive training on the employee's own time, and one (1) week of productive training for which the employee will be paid. As long as there is an interest, the Employer will be required to maintain a qualified list. The Employer will not be required to maintain more than one employee on the qualified list. When the qualified list is exhausted, the Employer will be required to train the most senior employee on the list to be qualified within ninety (90) days of the employee supplying the Employer with documentation in order to be trained. A good driving record, the age of 25, and other Employer standards, shall be a prerequisite to such training. Age 25 is primary but in cases where employees are not available at age 25, the Employer may, in certain circumstances, waive that requirement, provided those employees meet all other requirements. The Employer agrees to furnish the instructors and the necessary equipment. If disqualified for any reason, he/she can attend the school after one (1) year. After successfully completing the tractor trailer school, employees shall be placed on the qualified list in seniority order. This work will be offered to the qualified list after Feeder cover drivers. Employees on the qualified list must be offered five (5) consecutive days of work and can be worked at a rate of no less than their current bid position. Once an employee who is already qualified signs the qualified list he/she must stay on the qualified list for a minimum of one (1) year.

After ratification, seniority feeder drivers who are off for a period of one (1) year for either compensation or disability will in itself cre-



ate another full time opening in that classification and be bid under the appropriate Article.

(b) Current Tractor Trailer Qualifying School Interest List will be exhausted before subsequent lists are activated.

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

(d) In the event that no tractor trailer driver presently in that classification or anyone on the current qualified list elects to fill the opening, the least senior employee on the current qualified list will be required to fill the opening, the resulting vacancy will be filled by the Employer.

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

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

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

The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his/her continued employment,

such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer.

The Employer will provide shirts with a maximum of ten (10) shirts allowable each year (five (5) winter - five (5) summer), on the basis of one (1) new shirt for each worn shirt turned in. These shirts will be maintained by the employee.

Mechanics will be provided with eleven (11) winter and eleven (11) summer shirts. Customer Counter Clerks will be provided with five (5) shirts, five (5) pants and the appropriate neckwear.

The uniform and UPS shirt will be worn at all times while on duty and at the standard determined by the Employer. Employees shall not wear any article of clothing determined to be incompatible with the uniform standards established by the Employer.

Yard Jockeys do not have to wear a uniform, but must have a uniform readily available at all times.

It is agreed that employees must strictly comply with the Employer's regulations concerning personal grooming and appearance and the wearing of uniforms and accessories.

The Employer shall provide lockers and the basic uniform shall be kept in the locker. Employees shall change into uniforms on the Company premises before reporting for duty and change out of uniforms after being relieved from duty each day.

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

### **Section 1**

Part time employees are defined as employees who when reporting to work as scheduled shall be guaranteed a minimum of three and one-half (3-1/2) hours. Should any part time employee work beyond the fifth (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).

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 four hundred (400) hours or more prior to their anniversary date.

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

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

Part Time employees may place their names on a list which the Employer will post for a two (2) week period on the first (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 he/she meets the same requirements as applicants for that full time job.

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

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

Temporary Cover Drivers who have worked eight hundred (800) hours as a Temporary Cover Driver during the preceding vacation

period shall be paid for forty-five (45) hours at their straight time current wage progression rate.

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

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

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

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

### **Section 3**

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

The Employer will fill all vacancies and permanent new jobs for part time employees from the part time selection list in all months except November and December.

Part time employees with six (6) months or more seniority shall have the right to place their name on the list of employees waiting to be moved to a preferred job within their building. Such preferred jobs shall include, but not be limited to: 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 and SPA. Employees do not have the right to select any specific unit, load or workstation unless a prior past practice has been established.

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

## **Section 4**

Part time employees will not be permitted to do delivery driving, feeder driving, or tractor trailer driving work except Air. Part time employees will be permitted to move vehicles within the confines of the Employer's property, for the purpose of avoiding delay in their work.

Part time employees may place their names on a list for Air Exception Drivers, in accordance with Article 40, Section 1(h), which the Employer will post for a thirty (30) day period on the third (3<sup>rd</sup>) Monday in January and the third (3<sup>rd</sup>) Monday in July of each year.

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

## **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.

## **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.

## **Section 7**

The Company and the Union agree to the concept of creating additional combination inside full time jobs. The Central Pennsylvania Negotiating Committee shall have the authority to negotiate additional combination full time jobs subject to the approval of the National Negotiating Committee.

# **ARTICLE 51 - GRIEVANCE PROCEDURES**

## **Section 1 – Grievances**

A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute arising as to interpretation, application or observance of any of the provisions of this Agreement.

Grievance procedures may be invoked by authorized Union Representatives.

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

(a) The employees shall report it to 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.

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

(d) The C.P.A.P.G.C. shall be composed of UPS representatives and one (1) representative from each of the Local Unions Nos. 229, 401, 429, 764, 771, 773 and 776. The expense incurred by the C.P.A.P.G.C. shall be borne equally by all the Local Unions on a pro rate basis for the Local Unions having cases docketed on the agenda and United Parcel Service operations which are covered by this Agreement.

(e) In order that the C.P.A.P.G.C. may operate quickly and efficiently, the parties agree that a person, who may or may not be a member of the C.P.A.P.G.C., shall be mutually selected and designated to serve as Secretary. The Secretary, if not a member of the C.P.A.P.G.C. shall have no voice in making decisions and shall perform only the duties assigned to him/her by the C.P.A.P.G.C. The Secretary shall docket cases, prepare the agenda and mail a copy prior to the scheduled meeting of the C.P.A.P.G.C. to each member of the Committee, the Employer, and Local Unions whose case appears on the agenda. The Secretary shall attend the meetings to prepare and keep the minutes and mail copies of minutes to the members of the Committee and shall also mail copies of the decisions of the C.P.A.P.G.C. to all UPS representatives and Local Unions who are parties to this Agreement.

(f) A grievance to be heard by the C.P.A.P.G.C. must be put in writ-

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

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

## **Section 2 – Arbitration**

If any grievance or dispute cannot be satisfactorily settled by a majority decision of the Panel of the C.P.A.P.G.C. then the grievance shall be submitted to the American Arbitration Association by either or both parties within five (5) days from the date of the hearing on the matter. An arbitrator must be selected to hear the deadlocked case within thirty (30) days from the date the grievance is submitted and the arbitrator must render a decision within thirty (30) days from the date of the final hearings or receipt of post hearing briefs. The thirty (30) day period may be waived by mutual agreement of the Company and the Union. It is agreed that the arbitrator is empowered to hear and decide the deadlocked case even if only one (1) of the parties submits to arbitration, or, if one of the parties fails to appear at the hearing or to present evidence. The arbitrator shall have the authority to apply the provisions of this Agreement, and to render a decision on any grievance coming before him/her, but shall not have the authority to amend or modify this Agreement or establish new terms and conditions under this Agreement. The cost of the Arbitrator shall be shared equally by the parties. The decision of the arbitrator shall be final and binding on the parties and employees involved. In the event that the losing



party fails to abide by the arbitrator's decision, or that either party refuses to submit to his/her jurisdiction, the other party shall have the right to take all legal or economic recourse.

### **Section 3 - Approval by Eastern Region**

Before any strike or stoppage of work takes place over a grievance or interpretation arising out of this Agreement or Supplements hereto that cannot be settled in accordance with the grievance machinery as set out in this Agreement, there must be approval by the International Director of the Eastern Region or his/her duly authorized representative, with notice of such approval to be given to the Employer, in writing, prior to such a strike or stoppage of work. The granting of such approval by the Eastern Region shall not impose any liability on said Region.

### **Section 4 - Illegal Strikes**

It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice which notice will list the Union's authorized representative who will deal with the Employer, make commitments for the Union generally and in particular have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work in a case where a strike or stoppage is authorized under this Agreement, and the Union shall not be liable for any activities unless so authorized.

It is agreed that in all cases of unauthorized strike, slowdown, walk-out, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from any unauthorized action of its members. While the Union shall promptly undertake every reasonable means to induce said employees to return to their jobs during such period of unauthorized stoppages of work mentioned above, it is specifically understood and agreed that the Employer shall have the sole and complete right of discipline, including the sole and complete right to discharge any employee participating in any unauthorized strike, slowdown, walk-out or any other cessation of work and such employee shall not be entitled to have any recourse to any other provision of this Agreement.

## **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 must 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.

The Company will not use absenteeism or accidents in conjunction with any other disciplinary action.

## **ARTICLE 53 - MEAL PERIOD**

### **Section 1**

All full time employees shall be entitled to and required to take a meal period of one (1) hour at the direction of the Employer. Only by mutual consent an employee may take an unpaid one-half (1/2) hour meal period.

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

Part time employees who work a double shift 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 (1<sup>st</sup>) hour and prior to the completion of the third (3<sup>rd</sup>) 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 (2<sup>nd</sup>) 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.

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. If an employee is called to start work, before his/her scheduled starting time, he/she shall be paid one and one-half (1-1/2) time his/her regular straight time rate for the hours worked before his/her 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 he/she 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.

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

## **Section 2**

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 CONDITIONS

## Section 1 - Central Pennsylvania Wage Schedule

### Central PA wage schedule 2008-2013

Classification	Existing										
	Rate	8/1/2008	2/1/2009	8/1/2009	2/1/2010	8/1/2010	2/1/2011	8/1/2011	2/1/2012	8/1/2012	2/1/2013
Package driver	28.18	28.53	28.88	29.255	29.63	30.005	30.38	30.805	31.23	31.705	32.18
packager car pups\$.10 additional											
Feeder drivers	28.28	28.63	28.98	29.355	29.73	30.105	30.48	30.905	31.33	31.805	32.28
Doubles	28.78	29.13	29.48	29.855	30.23	30.605	30.98	31.405	31.83	32.305	32.78
Triples	28.93	29.28	29.63	30.005	30.38	30.755	31.13	31.555	31.98	32.455	32.93
Auto mechanic	28.32	28.67	29.02	29.395	29.77	30.145	30.52	30.945	31.37	31.845	32.32
Building mechanic	28.32	28.67	29.02	29.395	29.77	30.145	30.52	30.945	31.37	31.845	32.32
Carwasher, porter	26.36	26.71	27.06	27.435	27.81	28.185	28.56	28.985	29.41	29.885	30.36
Package handler	26.43	26.78	27.13	27.505	27.88	28.255	28.63	29.055	29.48	29.955	30.43
Sorter	28.09	28.44	28.79	29.165	29.54	29.915	30.29	30.715	31.14	31.615	32.09

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

Distributing parcels to lateral belts (four (4) or more), transverse belts (four (4) or more) or any combination of lateral and transverse exceeding four (4), box lines, key entry or voice encoding systems and the sequential loading of parcels in the package delivery vehicles.

The following job categories will be administered as eligible or not eligible under the stated criteria for Preloaders-Sorters.

Job Category	Eligible	
	Yes	No
Unloader		X
Primary Sorter	X	
Secondary Sorter	X	
Boxline Sorter	X	

	Yes	No
Irregular Sorter	X	
Smalls Sorter	X	
Key Entry Sorter	X	
Voice Encoding Sorter	X	
Loader		X
Preloader	X	
Smalls Bagger		X
HVD Splitter		X
LVD Splitter		X
Pick Off		X

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

#### (a) Part Time Employees

All part-time employees who have attained seniority as of August 1, 2008 will receive the following general wage increases for each contract year. In each of the years, the increase shall be paid in two (2) equal installments. The first-half of the increase shall become effective on August 1 of the specified year. The second half of the increase shall become effective on February 1 of the following calendar year. The total wage increase for each year will be as follows:

2008	seventy cents	(\$0.70)
2009	seventy-five cents	(\$0.75)
2010	seventy-five cents	(\$0.75)
2011	eighty-five cents	(\$0.85)
2012	ninety-five cents	(\$0.95)

Part-time employees still in progression on August 1, 2008 shall receive the above contractual increases and will be paid no less than what they are entitled to in accordance with the wage schedules in Article 22, Section 5(b) below. Between the date of ratification and August 1, 2008 part-time employees will continue to be paid in accordance with the progression contained in the prior Agreement. The progression set forth in (b) below shall be applied effective August 1, 2008.

(b) Newly Hired Part Time Employees

All part time employees who are hired or reach seniority after August 1, 2008 will be paid according to the following wage schedules:

	Hourly Rate	
	Preloader/Sorter	All Others
Start\$	\$9.50	\$8.50
Start plus ninety (90) calendar days	\$10.50	\$9.50
Seniority plus one (1) year	\$11.00	\$10.00
Seniority plus two (2) years	\$11.50	\$10.50
Seniority plus three (3) years	\$12.00	\$11.00
Seniority plus four (4) years	\$12.87	\$11.87

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

In addition, the above wage rates may be further increased under the provisions of Article 33, (Cost of Living) for part time employees who have completed the wage progression schedule.

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

Starting rate for center clerks will be \$8.50 per hour for employees not in the classification before August 1, 2002.

(d) Package driver helpers may be used for the time period November 1<sup>st</sup> until December 31<sup>st</sup>.

During this period, once all temporary cover drivers who have completed the appropriate package driving progression by January 20, 2005 have been offered work as package car drivers at their regular rate of pay as a temporary cover driver in their assigned centers, part time helpers may be used in that same center.

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



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

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

#### Package Driver Helper Rate of Pay:

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

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

Employees who attain seniority after ratification of the 1997 Agreement - \$8.50 per hour

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

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

(f) Automotive Mechanics and Building Mechanics shall receive a two hundred twenty dollars (\$220.00) yearly tool allowance the last pay period in 2008, and the two hundred twenty dollars (\$220.00) will increase by ten dollars (\$10.00) each year of the current contract, check payable on the last pay period of the year.

(g) All 2<sup>nd</sup> and 3<sup>rd</sup> shift Automotive and Building Maintenance Mechanics will receive a shift differential of .25 cents per hour for the 2<sup>nd</sup> shift and .50 cents per hour for the 3<sup>rd</sup> shift. This differen-

tial will be in addition to the negotiated wage rate for mechanics. The shifts are defined as follows:

1<sup>st</sup> shift - Start times 5:00 a.m. until 2:59 p.m.

2<sup>nd</sup> shift - Start times 3:00 p.m. until 10:59 p.m.

3<sup>rd</sup> shift - Start times 11:00 p.m. until 4:59 a.m.

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

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

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

(c) Work Week: A work week shall consist of forty (40) hours for all employees. The applicable overtime rate of time and one-half (1-1/2) shall be paid for all time worked in excess of forty (40) hours in a work week. The work week for these employees shall be worked in five (5) consecutive days.

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

## **Section 3**

An employee when requested by an Employer during the regular work week may be required to work past the regular quitting time at the overtime rates set forth herein.

## **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 5 - Overtime Application**

It is understood that no time shall be subject to the application of more than one (1) overtime provision.

## **Section 6 - Spotting Trailers**

The Employer shall have the unlimited and unrestricted right to spot trailers for loading or unloading without an accompanying employee.

## **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 snow storms, 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 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, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, December 31<sup>st</sup>.

Employees hired after ratification will be eligible for the above named holidays nine (9) 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, 6% of full time employees and 3% of part time employees will be allowed off for personal holidays.

The Company will also allow a minimum of two percent (2%) or at least one (1) employee per classification per center off per day on Personal Holiday with the exception of Monday and Friday when five percent (5%) of the full time employees will be allowed off, three percent (3%) of part time employees will be allowed off. For all part time employees scheduled to work Sunday through Thursday, the above exceptions will be Sunday and Thursday for the 3% guaranteed off. The 5% and 3% and the 2% provision does not apply in June, July and August. The most senior employee in the classification in the center requesting a personal holiday will have the holiday approved or disapproved seven (7) 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 1<sup>st</sup> of each contract year. A newly hired employee upon gaining seniority shall be entitled to having holidays in the following manner:

An employee shall be eligible for a personal holiday after one (1) year seniority, two (2) additional personal holidays after two (2) years seniority and two (2) additional personal holidays after three (3) years seniority.

In order to be eligible for personal holidays as provided for in this

Article, the employee must be a seniority employee on May 1<sup>st</sup> of the contract year.

## **Section 2**

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 (7<sup>th</sup>) 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.

**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 his/her first (1<sup>st</sup>) week vacation must:

1. Be a regular employee as provided in Article 48, Section
2. Must have completed one (1) year of employment from his/her established seniority date.
3. Must have worked eight hundred (800) hours or more prior to his/her 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 him/her to take a vacation for which he/she has qualified within the vacation period. In this situation he/she shall be permitted to take the vacation for which he/she has qualified partially or entirely in the next vacation period. He/she is additionally qualified for, shall be given and paid for a vacation during the next vacation period if he/she has worked the required eight hundred (800) hours during the vacation period in which his/her anniversary occurs.

(b) Employees who have worked eight hundred (800) hours or more during the preceding vacation period shall be eligible for vacation. Vacation, holiday and overtime hours, as well as time not worked because of occupational illness or injury, shall count as time worked for the purpose of qualifying for vacation. 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 he/she retires for the vacation periods for which he/she has 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 he/she has qualified.



(c) When an employee becomes permanently disabled, he/she shall qualify for his/her 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 he/she qualified for in the vacation period preceding the vacation period in which the disability occurred.

2. For the vacation for which he/she qualified for working the eight hundred (800) hours required in paragraph (b) prior to the date of the disability during the vacation period in which the disability occurred.

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

(e) An employee who qualified for but did not take nor was paid for a vacation during the vacation period following the qualifying period because he/she was granted a leave of absence to serve in a Local Union office is not entitled to the vacation he/she qualified for when he/she returns to employment in his/her seniority with his/her 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 except the company agrees to increase summer vacations for full time employees during June, July and August to fifteen percent (15%) per week per center and ten percent (10%) for part time employees per week per center. Temporary Cover Drivers are not included in the calculation.

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

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

As stated in Article 58, Section 1, beginning with the Sunday after Thanksgiving for one (1) week, 6% of full time employees and 3% of part time employees will be allowed off for personal holidays.

## **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 his/her vacation period when vacation schedules are posted for bid shall be assigned the vacation period by the Employer. Vacation schedules and seniority lists will be sent to the Local Union one (1) week prior to posting upon written request.

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

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

## **Section 6 - Return Serviceman**

(a) The period of time an employee is in the military service pursuant to the provisions of the Universal Military Training Service Act, or as

amended, and the Reserve Forces Act of 1955, or as amended, shall be included in determining qualifications for vacations.

(b) Employee who enters or returns from military service shall be paid vacation pay on the following basis:

1. Employee Entering Military Service

a. Vacation pay shall be prorated and computed on the basis of the number of hours worked from the first (1<sup>st</sup>) day of the qualifying wage agreement period to the last day worked prior to entering military service in relation to the required qualifying eight hundred (800) hours prescribed in paragraph (b), Section 2.

b. The employee shall be paid the vacation for which he/she qualified as provide above when he/she leaves his/her employment to enter military service. The vacation and pay for which the employee qualified during the preceding vacation period.

2. Employee Returning From Military Service

a. Vacation pay shall be computed on the basis of the number of hours worked from the first (1<sup>st</sup>) day worked after returning from military service to the end of the current wage agreement period in relation to the required qualifying eight hundred (800) hours prescribed in paragraph (b), Section 2.

b. The vacation for which the employee qualified as provided above shall be granted and paid during the next vacation period, as provided in Section 3.

## **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 60 - SUBCONTRACTING**

### **Section 1**

The Employer may subcontract work when all of his/her regular employees are working except that in no event shall feeder work presently performed or runs established during the life of this Agreement be farmed out except as indicated in the Master or this Supplement.

(a) Routing, sorting, loading and unloading work shall not be farmed out except for existing situations established by agreed to past practices. Overflow work may be subcontracted out when all employees of the Employer are working and it is mutually agreed to by the parties.

## **ARTICLE 61 - AIR CONDITIONING**

Effective January 1, 1980 all new tractor trailer feeder road equipment placed in service shall be equipped with air conditioning which will be maintained.

It is understood that the C.P.A.P.G.C. may waive installation of air conditioning where climatic conditions or other standards exist.

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

Feeder drivers shall load, unload, sort, and shift as directed in any United Parcel Service operating center or hub.

## **ARTICLE 63 - UNION COOPERATION**

The Union as well as the members thereof, and the Company, agree at all times as fully as it may be within their power, to further the interest of the trucking industry and of the Company.

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

### **Section 1 - Employer**

(a) The Employer hereby agrees, effective August 1, 2008 until and including July 31, 2013 to contribute to the Central Pennsylvania Teamsters Health and Welfare Fund or any other appropriate Health and Welfare Fund, the following sum per month, payable in advance, for each eligible employee coming under the jurisdiction of this Agreement, in accordance with the terms of the Trust Agreement and Health and Welfare Plan executed by the Employer:

Effective August 1, 2007 - \$1022.66 per employee per month

Effective August 1, 2008, August 1, 2009, August 1, 2010, August 1, 2011 and August 1, 2012, the Employer contributions to the Health and Welfare and Pension shall be increased a total of one dollar (\$1.00) per hour each year. Allocations shall be determined by the Joint Supplemental Area Negotiating committee, subject to the approval of the Joint National Negotiating Committee.

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

The Employer shall use the reporting forms required by the Trustees of the Fund (the Trustees) and shall comply with the instructions of the Trustees in filling out such forms.

### **Section 2 - Eligibility of Employees**

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 (1<sup>st</sup>) 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 3 - Audits and Penalties**

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 Central Pennsylvania Teamsters Health and Welfare Fund. The audit shall be completed at a mutually agreeable time and at no cost to the Employer. In the event it is found that the Employer has not been complying with the provisions of this Agreement, the Employer shall pay the following:

- (1) The full cost of audit;
- (2) Any and all claims for an Eligible Member Employee which should be covered and have not been covered because of contribution deficiencies;
- (3) Any damages allowed by law based on the above or any other amounts which should have been paid to the Fund on behalf of an Eligible Member Employee.

### **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 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; that the Employer shall be obliged to pay said monthly contribution 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; and that the Employer shall be obliged

to pay said monthly contribution 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.

In the event of the failure of the Employer to contribute to said Health and Welfare Fund for any employee who is eligible under this Agreement, the Employer shall be held responsible for any benefits to which the employee would otherwise have been entitled.

All Local Unions not covered by the Central Pennsylvania Teamsters Health and Welfare Fund Plan shall provide benefits equal thereto, subject to the provisions listed above with respect to eligibility, coverage during disability, and failure to provide benefits.

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

### **Section 1 - Employer Contributions**

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

Effective August 1, 2007 - \$1125.80 per employee per month.

Effective August 1, 2008, August 1, 2009, August 1, 2010, August 1, 2011 and August 1, 2012, the Employer contributions to the Health and Welfare and Pension shall be increased a total of one dollar (\$1.00) per hour each year. Allocations between the Health and Welfare Fund and Pension Fund shall be determined by the Joint Supplemental Area Negotiating committee, subject to the approval of the Joint National Negotiating Committee. In addition, allocation between the Defined Benefit Plan and the Retirement Income Plan shall be made by the Joint Supplemental Area Negotiating Committee in the manner determined by the Settlers of the Central Pennsylvania Teamsters Pension Fund, or, to the extent lawful, the Trustees of the Central Pennsylvania Teamsters Pension Fund.

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

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

## **Section 2 - Employee Eligibility**

(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.

(b) An employee shall be deemed on the payroll of the Employer each week he/she is assigned and works three (3) separate work periods during one (1) work week, or is assigned and works twenty (20) hours or more in less than three (3) separate work periods during one (1) work week.

(c) The specified monthly contribution shall be paid beginning with

1. The month in which an employee has completed thirteen (13) weeks of employment when his/her date of employment was on or before the fifteenth (15<sup>th</sup>) of the month.

2. The month after completing thirteen (13) weeks of employment when his/her date of employment was on or after the sixteenth (16<sup>th</sup>) day of the month.

(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 3 - Audit and Penalties**

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 Central Pennsylvania Teamsters Pension Fund. The audit shall be completed at a mutually agreeable time and at no cost to the Employer. In the event it is found that the Employer has not been complying with the provisions of this Agreement, the Employer shall pay the following:

1. The full cost of audit;
2. Any and all claims for an Eligible Member Employee which should be covered and have not been covered because of contribution deficiencies;
3. Any damages allowed by law based on the above or on any other amounts which should have been paid to the Fund on behalf of an Eligible Member Employee.

### **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.

(b) When an absence because of accident or sickness disability begins on or before the fifteenth (15<sup>th</sup>) day of the month, the monthly contribution for that month shall be deemed the first (1<sup>st</sup>) contribution for accident or sickness disability.

(c) When absence because of accident or sickness disability begins on or after the sixteenth (16<sup>th</sup>) day of the month, the monthly contribution for the following month shall be deemed the first (1<sup>st</sup>) contribution for accident or sickness disability.

(d) The Employer shall resume regular monthly contributions when an employee has returned to work after absence because of accident or sickness disability:

1. Beginning with the month during which the employee returns to work when he/she returns to work on or before the fifteenth (15<sup>th</sup>) day of the month.

2. Beginning with the month following his/her return to work when he/she returns to work on or after the sixteenth (16<sup>th</sup>) day of the month.

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

### **Part-Time Medical Coverage**

(a) Effective January 1, 2008 Health and Welfare coverage for all part-time employees on the payroll at that time and those hired thereafter will be provided pursuant to the terms of an Employer sponsored nationwide health care plan, namely the UPS National Health Plan for Part-Time Employees. (A copy of the Summary Plan Description will be provided). Features of the plan will include a prescription card.\_

(b) All part time seniority employees hired prior to August 1, 2008 shall be covered the first (1<sup>st</sup>) day of the month immediately following their acquisition of seniority regardless of whether the forty-five (45) hours were worked before or after gaining seniority. These employees shall not be eligible for vision, dental or dependent coverage under this provision until attaining seniority plus seven (7)

months. There shall not, however, be any duplication of Health and Welfare coverage for part-time employees.

Individual health coverage will be made available to part-time employees hired after August 1, 2008 after twelve (12) months of active employment and spousal or dependant coverage will be made available to these part-time employees eighteen (18) months after their initial date of employment.

Identification cards shall be provided for part time employees, which denote the schedule of coverage. Part time employee shall be provided a schedule of benefits available to them.

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

The Employer shall provide pension benefit coverage to part time employees under the terms and conditions as may be contained in the UPS Pension Plan as required by law.

The Company and the Union agree that they will undertake to attempt to establish appropriate reciprocity agreements to protect the pension rights of employees.

Effective August 1, 1987, the Company and the Union agree that employees represented by the International Brotherhood of Teamsters and covered by the UPS Pension Plan will receive the following improvements to the Plan:

1. Participation - Seven hundred fifty (750) hours of service equals one (1) calendar year.
2. Vesting year - Seven hundred fifty (750) hours of service in one (1) calendar year equals a vesting year. Five (5) year vesting became effective January 1, 1989.

Current employees who are or were participants in the Plan will be given past vesting credit for all previous years they have worked seven hundred fifty (750) hours.

Refer to Master, Article 34 - UPS Part Time Pension Plan

## **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 he/she is scheduled to work but is unable to report to work. Part time employees will be paid four (4) hours for each day he/she is scheduled to work but is unable to report for work.

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

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

Employees may accumulate their unused sick days during the life of this Agreement. In the event that sick days are used, payment shall be at the appropriate rate in effect that each sick day was earned. All accumulated sick days will be paid at the earned rate of pay. An employee may request payment of sick days upon retirement or separation of employment. It is agreed that the conditions listed above will not result in abuse or interference with the Employer's operation. In the event the Union and Company are unable to reach an agreement under this Article at the expiration of the contract, all employees will be paid their accumulated sick days.

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 he/she elects 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:

Two (2) years after seniority date	1 sick day
Three (3) years after seniority date	3 sick days
Four (4) years after seniority date	5 sick days

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

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

## **ARTICLE 69 - TEMPORARY ALTERNATE WORK**

The T.A.W. which was mutually agreed will be used as a guideline for the Central Pennsylvania T.A.W. program. Any disputes which arise are subject to the grievance procedure.

IN WITNESS WHEREOF, the parties hereto, have set their hands and seals this 1<sup>st</sup> day of August, 2008 to be effective as of August 1, 2008, except as to those areas where it has been otherwise agreed between the parties.

## **NEGOTIATING COMMITTEE**

For the Employees:

### **CENTRAL PENNSYLVANIA UNION NEGOTIATING COMMITTEE**

Patrick D. Connors, Chairman  
Howard Rhinier  
Russell Stepp  
Keith Youst

For the Employer:

### **CENTRAL PENNSYLVANIA NEGOTIATING COMMITTEE.**

Mark Johnson, Chairman  
Zach Scott  
Lindsay Marshall  
Kim Wyant  
Wayne Foulke  
Scott Corcoran  
Bob McGuire

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

**FOR THE UNION**

**FOR THE COMPANY**

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

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

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

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

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

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