

**NATIONAL MASTER  
UNITED PARCEL SERVICE  
AGREEMENT  
and  
WESTERN PENNSYLVANIA  
Supplemental Agreement**



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

**Teamsters United Parcel  
Service Package  
Addendum**

**LOCAL UNIONS NOS. 30, 110, 249,  
261, 397, 491, 538 AND 585**

**International Brotherhood  
of Teamsters, Chauffeurs,  
Warehousemen and Helpers  
of America**

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

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# **UNITED PARCEL SERVICE, INC. WESTERN PENNSYLVANIA SUPPLEMENT**

This supplement to the United Parcel Service IBT National Agreement shall apply to all United Parcel Service employees working in the classifications set forth in the wage schedule and within the jurisdiction of Locals 30, 110, 249, 261, 397, 491, 538, and 585. Except as provided herein, the provisions of the UPS IBT National Agreement shall prevail.

## **ARTICLE 46 - UNION SHOP AND DUES**

### **SECTION 1**

A new employee shall work under the provisions of this agreement but shall be employed only on a thirty (30) working day trial basis during which period they may be discharged without further recourse, provided, however, that the employer may not discharge or discipline for the purpose of evading this agreement or discriminating against union members. After working thirty (30) days within ninety (90) consecutive calendar day period, the employee shall be placed on the regular seniority list and their seniority date shall be the first day worked of the thirty (30) days worked in a ninety (90) consecutive calendar day period. Individual extra persons who work for the Company at least fifteen (15) days in a thirty (30) calendar day period shall obtain "regular extra" persons status with the company, and as "regular extra" persons, they shall be offered all available extra work before that work is offered to the other extra persons. Should two (2) or more employees reach fifteen (15) work days at the same time, the punch in time shall determine the order of their "regular extra" status. In case of discipline within the thirty (30) working day period the employer shall notify the Local Union in writing.

### **SECTION 2**

Time worked from November 1 through December 31 of each year shall not count towards the acquisition of seniority. Any employee who is retained after December 31 or recalled within sixty (60) cal-

endar days after December 31 must work thirty (30) days in a ninety (90) consecutive calendar day period commencing with the first day worked after December 31; however, those employees hired prior to November 1 and retained after December 31 or recalled within ninety (90) days after December 31 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 calendar day period commencing with the first day worked after December 31.

### **SECTION 3**

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, service checks and the prevention of service failures. Supervisors will not perform bargaining unit work until all reasonable efforts have been exhausted to have the work covered by qualified employees, including all reasonable efforts to divide the work between present qualified employees. The steward of the affected work group will be informed of management's decision.

## **ARTICLE 47 - STEWARDS**

Each local union will notify the company in writing, within thirty (30) calendar days following the ratification of this agreement, as to their policy regarding super seniority of shop stewards. The stated policy shall prevail for the duration of this agreement.

Option up to local union.

## **ARTICLE 48 - LEAVE OF ABSENCE**

### **SECTION 1**

All local unions party to this agreement will notify the Employer in writing, within thirty (30) calendar days following the ratification of the agreement, as to their policy regarding the retention or non-retention of seniority by employees requesting leave of absence

because of employment by the union. The stated policy shall prevail for the duration of the agreement. Employees elected to full time union positions shall maintain and accumulate their seniority with the Employer except accruals for vacation purposes so long as they maintain such full time positions with the union.

## **SECTION 2 - TIME OFF FOR UNION ACTIVITIES**

The Employer agrees to grant the necessary time off, without discrimination or the loss of seniority rights and 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 3 - LEAVE OF ABSENCE**

Any employee desiring leave of absence from their employment must secure written permission from both the union and Employer. The maximum leave of absence shall be for ninety (90) calendar 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 4 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 doctor shall determine that she is physically unable to return to her normal duties.

The employee must make suitable arrangements in writing for continuation of health and welfare and pension payments before the leave may be approved by either the local union or the Employer.

## **SECTION 4**

When a driver's permit has been revoked for reasons other than those for which they can be discharged by the Company, leave shall be granted for such time as their permit has been revoked, but not to exceed thirty-seven (37) months: "In the event a driver loses their license because of violation of any law wholly caused by and with the knowledge of the Employer or any of their representatives, etc., it is agreed that the Employer shall pay the driver who lost their license their full weekly earnings forever after until such time that the driver's license is reinstated. In lieu of this, the Employer may offer such driver, dock or other type work covered by this agreement but the driver shall receive the same earnings per week on this work as they averaged as a driver for the previous six (6) months exclusive of any expense monies, in which event the driver must accept such work or else lose all benefits covered by this clause. The Employer shall not decrease the number of local employees in their employ because of giving such work to a driver who has lost their license. "Wholly caused" means the loss of license or time was caused in full by violations while in the employ of the respective Employer and because of the Employer's failure to comply with the law or knowledge allowing the driver to drive equipment in violation of the law."

## **ARTICLE 49 - LOCAL PARCEL GRIEVANCE PROCEDURE**

### **SECTION 1 - NO STRIKES - NO LOCKOUTS**

The union and the Employer agree that there shall be no strike, picketing, lockout, tie-up or legal proceedings without first using all possible means of a settlement, as provided for in this agreement or any supplement hereto, of any controversy which might arise under this agreement. The parties further agree that the words "legal proceedings" as used in this paragraph shall not be construed to prohibit the union or the Employer from going to court of proper jurisdiction for an injunction against the other for breach of the no-strike, no lock-out, no tie-up, no picketing promises made herein.



## **SECTION 2 - 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 or supplements hereto.

Grievance procedures may be invoked only by authorized union representatives.

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

- (A) The employee shall report it to the 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 stewards 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 local union and the Company will agree to meet, as necessary, in an attempt to adjust grievances.
- (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:
  - 1. The Western Pennsylvania Joint Council 40 Grievance Committee as set forth in this supplement, if it is a grievance relating to a supplemental agreement or a matter not relating to the interpretation or application of the United Parcel Service National Agreement, or appeal from discharge or suspension.
  - 2. In the event there is a dispute as to whether a grievance should be heard by the local procedure or the area committee, the matter shall be referred to the United Parcel Service National Committee for a determination of which committee has jurisdiction.

## **SECTION 3**

### **APPROVAL BY THE TEAMSTERS NATIONAL UPS NEGOTIATING COMMITTEE**

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 Conference of Teamsters or his 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 Conference of Teamsters shall not impose any liability on said conference.

## **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 stoppage 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, walkout or any other cessation of work and such employee shall not be entitled to have any recourse to any other provision of this agreement.

## SECTION 5

- (A) The UPS West PA. Joint Council 40 Grievance Committee shall be composed of United Parcel Service representatives and one (1) representative from each of the Joint Council 40 Local Nos. 30, 110, 249, 261, 397, 491, 538, and 585. The representatives from these locals must be the union officials who handle United Parcel Service grievances.
- (B) In order that the UPS West PA. Joint Council 40 Grievance Committee may operate quickly and efficiently, the parties agree that a person who may or may not be a member of the UPS West PA. Joint Council 40 Grievance Committee shall be mutually selected and designated to serve as secretary. The secretary, if not a member of the UPS West PA. Joint Council 40 Grievance Committee shall have no voice in making decisions and shall perform only the duties assigned to him by the UPS West PA. Joint Council 40 Grievance Committee. The secretary shall docket cases, prepare the agenda and mail a copy prior to the scheduled meeting of the UPS West PA. Joint Council 40 Grievance Committee 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 UPS West PA. Joint Council 40 Grievance Committee to all United Parcel Service, Inc. representatives and Local Unions who are parties to this agreement.
- (C) A grievance to be heard by the UPS West PA. Joint Council 40 Grievance Committee must be put in writing and submitted to the secretary seven (7) work days before the meeting of the Joint Area Grievance Committee. The parties further agree that no grievance or grievances, unless mutually agreed shall be discussed except those which have been received by the secretary of the UPS West PA. Joint Council 40 Grievance Committee within seven (7) work days prior to the date of the meeting of the UPS West PA Joint Council 40 Grievance Committee. It is agreed that there shall be three (3) representatives of United Parcel Service on each panel that hears a case. The members of the panel are to be selected from the overall UPS West PA.

Joint Council 40 Grievance Committee. The decision of the majority of the panel hearing the case shall be binding on all parties. If at the completion of the scheduled session cases remain on the docket to be heard which were not postponed, the Chairmen will schedule an additional day in order to clear the docket. The scheduling of a second day will be added to the next time the Committee is scheduled to meet and will be limited to three times a year. This additional day is amendable upon agreement of the Co-Chairs.

- (D) It is understood and agreed that the United Parcel Service representatives and the Local Union representatives of the UPS West PA. Joint Council 40 Grievance Committee representing the United Parcel Service operations 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.
- (E) It is agreed that all grievances pertaining to matters described in this article must be referred to the UPS West PA. Joint Council 40 Grievance Committee. It is further agreed that all discharge cases to be heard by the committee shall be docketed first on the agenda. In the event of discharge cases only, either party has the unilateral right to bypass the UPS West PA. Joint Council 40 Grievance Committee and go directly to arbitration.

## **SECTION 6**

If any grievance or dispute cannot be satisfactorily settled by a majority decision of the panel of the UPS West PA. Joint Council 40 Grievance Committee, then the grievance shall proceed to arbitration utilizing the following procedures:

- (A) Either party may submit writing of its intent to pursue arbitration within five (5) workdays of the receipt of the panel's deadlocked decision.
- (B) The grievance shall be submitted to the Federal Mediation and Conciliation Service by either party and an arbitrator must be selected to hear the deadlocked case within thirty (30) calendar days.

Should either of the time periods not be met, except by mutual agreement, the grievance will be considered as closed.

It is agreed that the arbitrator is empowered to hear and decide the dead-locked cases even if only one (1) of the parties submits to arbitration or if one (1) of the parties fails to appear at the hearing or to present evidence. The arbitrator shall have the authority to apply the provisions of the agreement, and to render a decision on any grievance coming before the arbitrator, but shall not have the authority to amend or modify this agreement or establish new terms and conditions under this agreement.

The arbitrator must render a decision within thirty (30) calendar days from the date of the hearing, unless by mutual 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 the arbitrator's jurisdiction, the other party shall have the right to take all legal or economic recourse.

## **ARTICLE 50 - JURISDICTIONAL DISPUTES**

Feeder drivers, irrespective of domicile, shall work as directed, including but not limited to unloading, loading and sorting in any of the Employer's location.

## **ARTICLE 51 - SENIORITY**

### **SECTION 1**

Seniority shall be measured by the length of continuous service with the Employer. Seniority shall be on a center basis. The Employer agrees to post an updated seniority list every six (6) months in each center for that center, a copy will be sent to the Local Union by UPS Trackable Service. If no protest is made within thirty (30) calendar days, the list will stand as correct. Upon reaching seniority, the Company will notify the employee in writing as to their seniority date, and a copy will be sent to the Local Union.

## **SECTION 2**

Seniority shall be broken only by discharge, voluntary quit, layoff for a period of three (3) years from last date of employment, failure to respond to notice of recall, or unauthorized leave of absence.

## **SECTION 3**

The Employer shall not require, as a condition of continued employment, that an employee purchase truck, tractor and/or tractor and trailer or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

## **SECTION 4**

When it becomes necessary to reduce the working force, the last employee on the center seniority list shall be laid off first, and when the force is again increased, the employees shall be returned to work in the reverse order in which they were laid off, providing they still maintain seniority as described herein and further providing the employees retained at the time of layoff, or the employees recalled at the time of recall from layoff, must be qualified to perform the work required.

Should a seniority employee be laid off for a period of five (5) consecutive work days, he shall be permitted to exercise his seniority rights and replace the most junior man in his classification provided he is qualified to perform the work.

In the event there is no work available within the Tractor Trailer classification, the employee will be afforded the opportunity to exercise their seniority in the following manner:

1. Displace the most junior employee within their classification within their center.
2. If no work is available within their center the affected employee will then be afforded the right to displace the most junior employee within their building within their classification.

3. If no work is available within their building the affected employee will then be afforded the right to displace the most junior employee within their classification within their local union jurisdiction or;
  - (a) will be afforded an opportunity to qualify/requalify and displace the least senior Reg. Temp. Driver or least senior full-time employee within their original building provided they have more seniority than the employee being displaced. This provision only applies to employees assigned to facilities where their original building is further than forty (40) miles apart from #3 above. In addition, this only applies to the two (2) most senior laid off employees.
4. In the event there is no work available within the classification within the affected employee (s) local union jurisdiction the affected employee (s) will be afforded an opportunity to qualify and displace the least senior full-time employee within their original building.

The transfer shall take place on the next available work day. When work is available in his original center, he shall be required to return to his original center if that work is of a permanent nature. It is understood that the seven (7) day notice of layoff as contained in this supplement shall not apply.

## **SECTION 5**

After following the reduction of force procedure in this supplement, the following shall apply:

After one (1) day layoff, full time seniority employees who may be subject to layoff will be assigned to displace one (1) or more part-time employees in the building if any part-time employees are working in that building. This will not apply to the three (3) most junior employees in each center hired after ratification.

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

The three (3) most junior full-time employees in each center after a one (1) day layoff may elect to displace one (1) part-time employee in the building. In such cases, the employee will be guaranteed three and a half (3-1/2) hours. The full-time employees will receive wages for the applicable job performed.

- A. If the laid off employee displaces a part-time employee and continues to perform the same work as his full-time assignment, he will continue to receive his regular wage rate.
- B. If in the building there is a part-time employee receiving a higher wage rate than the rate of the displaced part-time employee(s), the full-time employee will receive such 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.
- 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 (2nd) full week of the following January in order to avoid layoffs. In the event sufficient vacations have not been scheduled, the Local Union and the Company will meet to adjust the vacation schedule. Failing to agree on an adjusted schedule, the matter shall be referred to the General President of the International Brotherhood of Teamsters and the Vice President of Labor Relations for final resolution.

## **SECTION 6**

When Section 5, Subsections 1 and 2 above do not apply, the following shall:

Full-time seniority employees in the order of their seniority may



elect to take the work of part-time employees, if any, for the duration of the layoff. In such cases, the full-time seniority employees will be guaranteed three and a half (3-1/2) hours at the appropriate rate for the classification of work performed in addition to all fringe benefits.

## **SECTION 7**

The Local Union representative and the Employer shall mutually agree, in writing, on circumstances under which persons who leave the classifications 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 the original unit. In the absence of such written agreement, such employees shall lose all seniority rights upon leaving.

## **SECTION 8**

While it is not the policy of the Company to merge, sell or lease operations, the Company agrees that should it happen, the seniority of the employees taken over shall be dovetailed with the existing employees, except that if one 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.

## **SECTION 9 - BIDDING (FULL-TIME EMPLOYEES)**

### Multiple Center Locations

#### (A) Annual Bid on Starting Times

1. In each center, a schedule of all starting times for all full-time inside employees shall be posted for bid on the second Monday in January and shall remain posted for a period of ten (10) working days.

#### (B) Delivery Driver Route Bid

1. On the second Monday in January of each year, the Employer will post a list of bid routes, including start times,

for all regular full-time delivery drivers in their respective center. Where two (2) or more centers are located under one (1) roof, they will be considered separate centers for the purpose of route bidding. The routes will be posted for bid by the Employer for a period of ten (10) working days. The bids will be awarded in seniority order for that center and will go into effect and be assigned in accordance with the following:

- a. Centers that have five (5) employees or less, who bid off their routes, will have up to ten (10) working days after the bid period, to effectuate and place the successful bidder on the awarded bid route.
  - b. Centers that have six or more employees, who bid off of their present routes, will have in addition to the above, up to ten (10) work days for each additional three (3) route changes.
2. Bid Routes - The Employer shall designate a minimum of 85% of the total routes as bid routes in all centers. These bids shall be posted in plain view for all employees to see. All Bid drivers will be afforded, upon request, a printed copy of a description of the delivery and pick-up area as listed on the Bid. The respective Local Union shall receive a copy of all signed bids including a list of all designated training routes. The successful bidder shall remain on that bid for a one (1) year period, unless a new job, higher classification, or permanent vacancy occurs during the interim bid year. Any driver who does not elect to take or hold a bid will work as assigned in their respective center. The Employer will designate not more than 40% of all routes as routes which will only take an A.M. break after Service commitments before 10:30 A.M. are met. Bids that are not filled during the annual bid must be filled by the least senior full-time delivery driver.
  3. Training Routes - In each center, 15% of the total routes bid shall be training routes. The training routes will be determined as follows: 1.The Company will designate 10% of the routes in a center as training routes before the bidding

begins; 2. The last 5% of routes bid in a center that were not designated as training routes by the Company will also be considered training routes. The addition of bidding of training routes at annual bid shall not affect or be subject to any agreements/understandings signed prior to ratification including but not limited to guaranteeing seniority list. Article 51, Section 9 (D) is not applicable to designated training routes. Successful bid drivers will be assigned to these training areas unless the routes are utilized due to different reasons including, but not limited to: skills inventory, training, etc. The remaining routes will be open for bid as described above in paragraph 2 "Bid Routes".

#### 4. Route Changes

a. Holidays - during the following holiday periods outlined below, the Employer may move employees off their respective bids due to significant volume fluctuations:

1.) Good Friday and the three (3) work days following.

2.) The July 4th holiday and the three (3) days following.

3.) The day after Christmas, to extend through the New Year's Day holiday.

b. Bid Work Availability - When bid work is not available or when delivery routes are consolidated, discontinued, or temporarily suspended, employees shall perform available delivery work as assigned. However, if the bid route would be re-established, the driver affected will retain the original bid.

c. Absences - The following procedure shall be utilized for filling vacant bid routes due to employee absence:

1.) Full-time package car drivers not holding a bid route.

2.) Regular temporary drivers by seniority.

5. Eligibility - For the purpose of the annual bidding, all full-time delivery drivers on the seniority list and employees absent at the time of the bid for any reason, with an established return to work date, within ninety (90) calendar days of the bid award date, will be eligible to bid. If the employee does not return within the ninety (90) day period the employee will then work as assigned until the next bid period. The open route from above will be offered to the full-time drivers assigned to that center seniority list. If this results in another open route, that route will be offered to the remaining drivers assigned to the same center seniority list.
6. New Permanent Jobs or Vacancies - Any new job or vacancy after the annual January bid, will be filled in accordance with the language outlined under Article 51, Section 9, subparagraph (C)4: Training Programs, Part D New Permanent Jobs, Vacancies and Higher Rated Classifications.

#### (C) Qualifications and Training Program

1. For the purpose stated in this agreement, “qualified” shall mean having satisfactorily completed the Company training program in that classification or having satisfactorily performed the work previously.
2. The Company training program will consist of a thirty (30) working day training period. The Employer and the employee shall both have a thirty (30) day option. If an employee disqualifies him/her self, they will not be afforded the opportunity to again qualify for a position in the same classification for a period of not less than three (3) years. If an employee is disqualified by the Employer they will not be afforded the opportunity to requalify for a position in the same classification for a period of one (1) year.
3. Part-time employees who meet the Company’s qualifications will be allowed to train for tractor-trailer openings on a six (6) for one (1) basis, when the full-time seniority list has been exhausted.

- A. If, within thirty (30) working days, the employee fails to qualify or elects to disqualify himself, said employee will be returned to his previous job without loss of seniority. The union agrees to expedite and cooperate with such moves.
- B. Employees who are covered in paragraph "A" and "B" will have exercised their bidding rights for a period of one (1) year.

#### 4. Training Programs

- A. In keeping with the UPS policy of promotion from within, the Company agrees to provide, at no cost to the employee, the necessary materials, equipment and instructors to help an employee desiring a promotion to a higher paying classification acquire the necessary skills to qualify. The employee need only be willing to attend the company training programs on his own time.
- B. Employees who are interested in qualifying for promotion to a higher paying classification, shall so notify the Employer. Such employees in seniority order, will be permitted to attend the Company training program which will be established periodically when the Employer determines there is a need to qualify additional employees in a special classification. It is understood that if no employee requests training in a classification in a center and a job occurs the Company may fill that job by hiring from the outside. The Company will use this qualified list to fill openings created by the development of new jobs or permanent vacancies, and will assign the next qualified employee in seniority order.
- C. After being transferred to a higher paying classification the employee shall remain on that job for a minimum of one (1) year.

(D) New Permanent Jobs, Vacancies and Higher Rated Classifications.

1. In the event a new permanent job, vacancy or a higher rated classification exists in a center within a multiple center location, employees in any other center within that location in the order of their seniority and provided they are qualified, shall have the right to transfer to that center and their seniority shall be dovetailed into the new center. Such selection will be held for at least one (1) year.
  2. The vacancy created by the transfer of the successful bidder will be posted. Employees in any other center within that location in the order of their seniority and provided they are qualified shall have the right to transfer to that center and their seniority shall be dovetailed into the new center. Such selection will be held for at least one (1) year.
  3. The opening created by this move will be filled by the company.
  4. A new permanent job or vacancy shall be considered one that has been in existence for thirty (30) working days except that all jobs added in November and December shall be considered to be temporary jobs.
  5. In accordance with Article 22, Section 2, when a vacancy occurs in an Article 22.2 position due to retirement, a sustained discharge, or resignation, that job will be posted within ten (10) working days of the employee's official separation date or upon receipt of a sustained discharge.
- (E) When bid work is not available or when delivery or work areas are consolidated, discontinued or temporarily suspended, employees shall perform available work as assigned.
- (F) Employees do not have the right to select any specific unit, load or sort.
- (G) Definition of Duties
1. The duties of the job classification "package handler" have been specified by the Company as follows:

“Loads and unloads vehicles and other devices. May perform other duties incidental to loading or unloading such as, but not limited to, elementary sorting (splits), checking pre-sorted packages, preparing packages for shipping.”

2. The duties of the job classification “sorter” have been specified by the company as follows:

“Sorts from memory, either physically or by marking directly, to any intrastate center (including unit and route where required) and/or any interdistrict feeder point served by the Company.”

“To remain in the ‘sorter’ classification an employee must satisfactorily pass the periodic sorter tests or audits for accuracy and quantity”.

#### (H) Extra Work

In each center, preference shall be given to the employees in seniority order to the extra work available after he has completed his day’s work, provided that such employees are available at such times as the work is assigned and are qualified to perform the work required.

(I) The movement of all United Parcel Service vehicles which are progressing packages will be by bargaining unit employees, except for specific exceptions already listed in this contractual agreement.

#### **Tractor-Trailer Center**

1. A tractor-trailer run is defined as one which involves four (4) hours or more of tractor-trailer driving per day, feeding packages from center to center, center to hub, hub to center or hub to hub, and any other work involving tractor/trailer pickup and delivery.

2. Twice each year, on February 15th and August 15th, all tractor-trailer runs will be posted for bid and will remain posted for two (2) weeks. The February 15th and the August 15th bids in the tractor-trailer center will be subject to bid by all present tractor-trailer drivers and those on the qualified tractor-trailer list. Runs will be award-

ed according to seniority and will become effective the first Monday thereafter. For the purpose of bidding, all active employees on the seniority list and employees absent at the time of the bid for any reason, with an established return to work date, within ninety (90) calendar days of the bid award date, will be eligible to bid. If the employee does not return within the ninety (90) day period the employee will then work as assigned until the next bid period. The open route from above will be offered to the full-time drivers assigned to that center seniority list. If this results in another open route, that route will be offered to the remaining drivers assigned to the same center seniority list. One week prior to the bidding period, all jobs will be posted for review. A total of ten percent (10%) of the employees will bid each day of the bid process. All employees shall bid on their assigned day; otherwise, their bid will be made from the jobs available at the time of their bid. Drivers who elect not to take a bid will be placed on the qualified list.

3. Temporary reductions such as those experienced after Christmas shall not interrupt the semi-annual bids. Seniority employees shall be provided work within the tractor-trailer classification until their bid job returns. The bottom employee on the feeder center seniority list shall perform available work as assigned until the work force is increased or be subject to the appropriate layoff article.

4. Should an employee's bid run not operate on some particular day when it normally would, they will be paid for that day unless the Company notifies the employee before their scheduled starting time that the run will not operate.

5. A. If a run is permanently discontinued, the employee who had that run may choose any run the employee desires in their seniority order.

B. For the purposes of this agreement, permanently discontinued is one that has not operated for thirty (30) working days.

C. The employee displaced by this move may choose any other run in their seniority order.



- D. The employee displaced by this move may elect to displace the bottom employee on the tractor-trailer center seniority list, or become part of the tractor-trailer qualified list.
6. A separate list to be known as the tractor-trailer qualified list will be maintained. This qualified list will consist of qualified tractor-trailer drivers on the tractor trailer center seniority list not holding bid runs. The employees on this qualified list will be able to exercise their seniority for jobs in the tractor-trailer center at the February 15th and the August 15th semi-annual bids. Their seniority shall dovetail into the tractor-trailer center.
- A. Any new permanent job or vacancy or open bid runs will be subject to bid by any employee on the tractor trailer center seniority list.
  - B. A new permanent job or vacancy shall be considered one that has been in existence for thirty (30) working days except those jobs added in the months of November and December.
  - C. The vacancy created by this move will be filled by the company.
  - D. The seniority of each successful bidder will be dovetailed in the feeder center.
7. An employee placed on the tractor-trailer qualified list shall remain on that list until:
- A. They no longer qualify as a tractor-trailer driver.
  - B. They refuse available tractor-trailer work. An employee who refuses available Tractor-Trailer work will be disqualified for a period of not less than two (2) years.
8. The company reserves the right to change runs.
- A. In the event the company makes a permanent change of over one (1) hour on any run, or permanently changes the

destination of a run that results in a loss of overtime of one half (1/2) hour or more, the affected employee may choose any other run they desire in their seniority order. Permanent, for the purpose of this paragraph, is defined as a change in a run lasting for more than thirty (30) working days.

- B. The employee replaced by this move may choose any run they desire in their seniority order.
- C. The employee replaced by this move may choose any run they desire in their seniority order.
- D. The employee displaced by this move may elect to displace the bottom employee on the tractor-trailer center seniority list or become part of the tractor-trailer qualified list.

### **Tractor-Trailer Vacation Replacement Drivers**

Vacation Replacement Tractor-Trailer Drivers hired in April, May, June, July, August, and September, shall not gain seniority unless they are worked in the month of October of the year in which they are hired as a Vacation Replacement Tractor-Trailer Driver.

These employees will be hired on a year-to-year basis and must re-apply yearly to be considered for employment as a Vacation Replacement Driver.

After working thirty (30) days in an eighty (80) calendar day period, the top twenty-five percent (25%) of the total Vacation Replacement Drivers hired in a given year will be given Preferred Vacation Replacement Driver status.

A Preferred Vacation Replacement Driver will be afforded tractor-trailer work prior to non-preferred vacation replacement drivers. The preferred Vacation Replacement Driver will be afforded work opportunity, when work is available once in any twenty-four (24) hour period according to the Company's work schedule. If unavailable for work when called, the vacation replacement tractor-trailer driver will lose preferred status.

## **Tractor-Trailer School**

To qualify for attendance at the tractor-trailer school, an employee must have a minimum of one (1) year safe driving for the year preceding their application to attend the school.

The Employer will determine whether an employee is qualified to drive tractor-trailer.

If an employee disqualifies him/her self, they will not be afforded the opportunity to again qualify for a period of not less than three (3) years. If an employee is disqualified by the Employer they will not be afforded the opportunity to drive tractor trailer for a period of not less than one (1) year.

New feeder driver openings or vacancies will be filled from the list of qualified employees in the order of their seniority. In the event no employee on the list of qualified employees elects to fill an opening, the least senior employee who is qualified for tractor-trailer driving must fill the opening.

1. In the event a new permanent job or vacancy exists in a classification with a higher hourly rate, employees in the order of their seniority and provided they are qualified shall have the right to move into such classifications. A new permanent job shall be considered one that has been in existence for thirty (30) working days except that all jobs added in November and December shall be considered to be temporary jobs.
2. If during the year a vacancy or new permanent job occurs within the operating center in the package driver classification, tractor drivers in seniority order will be offered the opportunity to select said job if qualified to perform the work available. If the employee selects such vacancy or new job they shall remain in the new job for one (1) year.
3. When a vacancy or new permanent job occurs in the tractor driver classification, employees in that classification, in the order of their seniority within the operating center, shall be permitted to select such job. If such an employee accepts the open

job, then the vacancy thus created shall be filled from the list of qualified tractor drivers by seniority. The least senior employee from the qualified list must fill the vacancy. The vacancy created by the employee moving from the qualified list shall be filled by the Employer.

## **ARTICLE 52 - DISCHARGE OR SUSPENSION**

The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge shall give at least one (1) warning notice of a complaint against such employee to the employee personally, in writing, and a copy of the same to the union and job steward affected except that no warning notice need be given to an employee before they are discharged if the cause of such discharge is dishonesty, drinking alcoholic beverages during the work day (including meal period), addiction, use or possession of illegal drugs or narcotics, recklessness resulting in serious accident while on duty or the carrying of unauthorized passengers while on the job. The warning notice herein provided shall not remain in effect for a period for more than nine (9) months from the date of said warning notice. A warning notice shall be reviewed and issued in a timely fashion with the employee within five (5) working days (exclusive of any absences from work) from the date of the incident or the completion of the Employers investigation.

Discharge must be by proper written notice to the employee and the union affected. Any employee may request an investigation as to their discharge or suspension. Should such investigation prove that an injustice has been done an employee, they shall be reinstated. Appeal from discharge, suspension or warning notice must be taken within ten (10) days by written notice and a decision reached within thirty (30) days from the date of discharge, suspension or warning notice.

## **ARTICLE 53 - MEAL PERIOD**

(A) Employees shall take one (1) continuous unpaid period for meals not to exceed one (1) hour in any one (1) day. No employees shall be compelled to take more than one (1) continuous hour during such period nor be compelled to take the continuous hour before they have been on duty four (4) hours or after they have been on

duty six (6) hours. Meal periods shall not be compulsory at stops where driver is responsible for equipment or cargo nor shall meal period be compulsory when or where there is no accessible eating places, except in the case of a feeder assignment, when the employee has been notified that there is not an accessible eating place at the location where they will be required to take their meal period.

(B) Package drivers may at their option either break this one (1) hour into two (2) unpaid periods, one of twenty (20) minutes between the first (1st) and by the end of the third (3rd) hour and a later period of forty (40) minutes to be started after the fourth (4th) hour and to be completed by the end of the sixth (6th) hour. The employee may also elect to take a single sixty (60) minute unpaid period to be started after the fourth (4th) hour and completed by the end of the sixth (6th) hour.

(C) Package drivers will receive one fifteen (15) minute paid break to be taken after the completion of the seventh (7th) hour. In no event shall a package driver take their break until after the completion's of their pickups. Feeder drivers will receive one fifteen (15) minute paid break to be taken on their return trip.

(D) Hub personnel will receive one fifteen (15) minute paid break between the sixth (6th) and eighth (8th) hour.

(E) Feeder drivers may take one fifteen (15) minute unpaid break from the start of their run to their destination. This time will be deducted from their one (1) hour unpaid lunch period. The remaining forty-five (45) minute unpaid lunch period will be taken as normal.

The Employer may designate certain runs where the schedule would make it impractical for the feeder driver to take their fifteen (15) minute unpaid break.

## **ARTICLE 54 - PAID FOR TIME**

### **SECTION 1 - GENERAL**

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

agreement shall be minimum. All employees shall have a reporting time for duty which shall be designated at the end of the preceding work day. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the employee is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving federal, state or city regulations, which occur through no fault of the driver, shall be paid for.

## **SECTION 2 - CALL IN TIME**

Employees called to work shall be allowed a reasonable time, without pay, to get to the center or hub and shall be paid full pay from the time they report or register in as ordered. If called and reporting, full-time employees shall be guaranteed eight (8) hours pay at the rate specified in this agreement for their classification of work. If employee is put to work the employee shall be guaranteed a minimum of eight (8) hours pay.

## **SECTION 3 - OVERTIME APPLICATION**

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

## **SECTION 4 - COMPENSATION FOR WORK IN DIFFERENT CLASSIFICATIONS**

An employee assigned to work in more than one (1) job classification within any work day shall be compensated at the rate applicable to the highest rated classification for work performed during that day if the employee worked a minimum of one (1) hour in the higher classification.

When an employee is requested to work in a lower priced classification the employee shall receive his regular rate of pay for all such lower rated work performed.

# **ARTICLE 55 - WAGES AND HOURS**

## **SECTION 1**

An additional five cents (5¢) per hour will be paid to drivers who drive a "truck-truck" or "truck-pup".

## **SECTION 2 - HOURS OF WORK AND OVERTIME**

(A) The work week of all regular employees on the seniority list as of November 28, 1973, shall be five (5) consecutive days, Monday through Friday. Time and one-half (1-1/2) shall be paid such employee for all hours worked in excess of forty (40) hours in a week or in excess of eight (8) hours in a day. Time and one-half (1-1/2) shall be paid for all hours worked on Saturday except where the regular schedule extends into Saturday. If, however, any employee on the seniority list after November 28, 1973, subsequently elects to take a Tuesday through Saturday work week, they shall be paid time and one-half (1-1/2) for all hours worked on the sixth (6th) day.

(B) All employees hired after November 28, 1973, shall have a work week consisting of five (5) consecutive days, either Monday through Friday or Tuesday through Saturday. Time and one-half (1-1/2) shall be paid such employees for all hours worked in excess of forty (40) hours in a week or eight (8) hours in a day. Time and one-half (1-1/2) shall be paid for all hours worked on the sixth (6th) day.

(C) All feeder drivers on the present tractor-trailer qualified list shall have the right to bid on any scheduled Tuesday through Saturday feeder run. If any Tuesday through Saturday feeder run is not selected, the least senior employee who qualified as a feeder driver after the ratification of this agreement will be assigned the work.

(D) It is agreed that the work week of all package delivery drivers hired prior to July 31, 1990, shall be Monday through Friday. Drivers hired after July 31, 1990, will have either a Monday through Friday or Tuesday through Saturday work week. All delivery drivers on the present full-time seniority list shall have the right to bid on any Tuesday through Saturday work week. Saturday work will consist of air only with the exception of those employees hired after ratification.

(E) The Company may by the approval and agreement of the local union institute four (4) ten (10) hour days for feeder runs.

The Company shall continue its effort to reduce overtime. If the review does not indicate that progress is being made in the reduction of assigned hours of work, the following language shall apply:

“An employee shall have the right to file a grievance if the Company has continually caused them to work over nine hours, forty five minutes per day.”

If the grievance cannot be resolved at the Local Union level, it will be referred to the UPS West PA. Joint Council 40 Grievance Committee for settlement. This procedure will not apply in the peak season of November or December nor in any other classification other than package car driver.

(F) An employee may request an eight (8) hour assigned day for bona fide personal reasons. There must be one (1) weeks written notice of the date requested and not more than one (1) request per employee per month will be honored.

No more than one (1) employee in any center shall be granted such request at any one time.

This procedure will not apply in November and December and will only apply to package drivers and full-time inside employees.

### **SECTION 3 - WAGES AND HOURS**

(A) The Employer agrees to give regular full-time employees seven (7) calendar days notice of intended layoff. Agreed upon notices of layoff do not apply during an emergency.

(B) Emergency Defined - The 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 operation when the emergency is caused by strikes, sleet or snow storms, ice, flood or fire, or similar catastrophe.

(C) Determining an Emergency - The Employer may individually determine when emergency situations named in paragraph (B) will interrupt or delay his operations. The Employer 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.

(D) Application of Seniority - Each Local Union and the Employer shall mutually agree on the application of seniority during a declared emergency and whether available work shall be assigned, regardless of job classifications or within the specified job classifications. After ratification of the 1993 agreement the Union/Management Negotiating Committee will meet to agree on a letter of understanding on a procedure for emergency situations.

(E) 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. By mutual agreement between the Company and the employee, full-time employees working on Christmas Eve and Good Friday, will receive wages for time worked. Absent agreement, the eight (8) hour guarantee applies.

(F) Temporary Recall - 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. The laid off employee may or may not accept such work without loss of any rights in this agreement.

## **SECTION 4 - WESTERN PENNSYLVANIA AREA WAGE SCHEDULE**

Classification	8/1/08	2/1/09	8/1/09	2/1/10	8/1/10	2/1/11	8/1/11	2/1/12	8/1/12
Tractor-Trailer Driver	\$28.63	\$28.98	\$29.355	\$29.73	\$30.105	\$30.48	\$30.905	\$31.33	\$31.805
Package Driver	\$28.53	\$28.88	\$29.255	\$29.63	\$30.005	\$30.38	\$30.805	\$31.23	\$31.705
Sorter-Preloader	\$28.53	\$28.88	\$29.255	\$29.63	\$30.005	\$30.38	\$30.805	\$31.23	\$31.70
Package Handler	\$27.50	\$27.85	\$28.225	\$28.60	\$28.975	\$29.35	\$29.775	\$30.20	\$30.675

Wage schedule subject to C.O.L.A. adjustment as outlined in Article 33 of National Master Agreement.

All supplements, riders or addenda will contain the following Wage Progression Schedule to cover all full-time employees, except apprentices who are in the progression as of August 1, 2008. This two year progression will also remain in effect from the date this Agreement becomes effective until August 1, 2008 for those employees entering during this period a full-time job other than package, feeder, air or one covered by Section 3 below.

The rate in effect on July 31, 2002, will be used to calculate the progression rates for the life of this agreement.

	Rate in Effect on July 31, 2002
Start	70%
Seniority	75%
Seniority Date Plus One (1) Year	80%
Seniority Date Plus 18 Months	90%
Seniority Date Plus Two (2) Years	Top Rate

Part-time employees on the payroll as of July 31, 2002 who are subsequently promoted to full-time employment, will be paid their current wage rate until such time as the calculated progression rate exceeds that rate. The transfer date will become the employees full-time start date for purposes of applying the above progression.

The progression for employees entering a package car driving, feeder, or other full-time job (other than an air driver or a job covered by Section 3 below) position after August 1, 2008 shall be as follows:

Start	\$16.10
Seniority	\$17.25
Twelve (12) months	\$18.45
Twenty-four (24) months	\$20.75
Thirty-six (36) months	Top Rate

(a) Part Time Employees

All part-time employees who have attained seniority as of August 1, 2008 will receive the following general wage increases:

August 1, 2008	Thirty five cents per hour (35¢)
Feb. 1, 2009	Thirty five cents per hour (35¢)
August 1, 2009	Thirty seven Five cents per hour (\$.375)
Feb 1, 2010	Thirty seven five cents per hour (\$.375)
August 1, 2010	Thirty seven five cents per hour (\$.375)
Feb. 12, 2011	Thirty seven five cents per hour (\$.375)
August 1, 2011	Forty two five cents per hour (\$.425)
Feb. 1, 2012	Forty two five cents per hour (\$.425)

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 schedule in Article 22, Section 5 (b). 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 + 90 calendar days	\$10.50	\$9.50
Seniority + 1 Year	\$11.00	\$10.00
Seniority + 2 Years	\$11.50	\$10.50
Seniority + 3 Years	\$12.00	\$11.00
Seniority + 4 Years	\$12.87	\$11.87

Employees working high volume direct or low volume direct shall receive the preloader/sorter rates.

Those part-time operating clerks who became subject to the provisions of this agreement on August 1, 1987, will be placed on the "all

others” wage progression scale on that date and will receive full credit for their Company service for wage determination purposes.

There shall be a classification of wages called “helpers”. Helpers shall receive the starting rate of pay as outlined in the “all others” classification. Seniority part-time employees that are utilized as helpers shall be paid \$12.00/hr. for all hours worked in the helper classification. All helpers hired from the outside will be paid \$9.00/hr. Helpers may be used from November 1 through December 31.

Helpers will be permitted to start their day on area. Locations where a time clock is not available, employees may write in start times and finish times. Helpers will not be permitted to do delivery driving, feeder driving or tractor-trailer driving for the purpose of evading this agreement.

All feeder drivers pulling doubles shall receive an additional fifty cents (50 cents) per hour.

All feeder drivers pulling double 40 foot trailers or triples shall receive an additional sixty-five cents (65 cents) per hour.

## **ARTICLE 56 - SUNDAYS AND HOLIDAYS**

### **SECTION 1 - SUNDAYS**

Any employee covered by this contract required to work on Sunday shall be paid for such work at the rate of double time, except where the regular schedule extends into Sunday, with a minimum guarantee of eight (8) hours which shall not be included in the regular forty (40) hour work week. This shall not apply to employees on regularly assigned shifts starting Sunday evening.

### **SECTION 2**

The following named holidays or the days observed as such shall be recognized as legal holidays:

December 31	Labor Day
New Year’s Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

There shall be five (5) holidays for seniority employees known as personal holidays to be mutually agreed upon between the Employer and the individual. These personal days shall be taken as follows: The employee will notify the Company ten (10) days in advance of the requested personal day. The day will be awarded in seniority order. Five (5) days prior to the requested day, the employee will be notified of the employees request. Once the day has been granted it cannot be changed unless the emergency clause is evoked or unless mutually agreed to by the employee. The five (5) holidays are to be taken during the calendar year.

A new seniority employee hired after July 31, 1987 will be eligible for personal holidays after the employee has been on the seniority list for one (1) year. After one (1) year, employee will receive all five (5) personal holidays. In the event that an employee elects not to take their personal holidays by the end of the personal holiday period, they shall be paid eight (8) hours at their straight time rate for each unused personal holiday.

A new seniority employee hired after July 31, 1997 will be eligible for personal holidays in the following manner:

Seniority date plus 12 months will receive two (2) Personal Holidays.

Seniority date plus 24 months will receive full contractual allotment.

Employees hired after December 19, 2007, will be eligible for personal holidays in the following manner:

Seniority date plus 12 months - One (1) personal holiday.

Seniority date plus 24 months - Three (3) personal holidays.

Seniority date plus thirty six (36) months – full contractual allotment.

Part-time employees shall receive one-half (1/2) holiday benefits four (4) hours pay for all holidays. The employee must be on the

payroll to receive this benefit. A part-time employee who does not work on the holiday, but who has worked forty-five (45) hours in the thirty (30) consecutive work days immediately preceding the holiday shall be entitled to four (4) hours at the straight time rate for such holiday. Employees will have the right to deposit unused personal holidays into the Teamsters UPS National 401 (k) Tax Deferred Savings Plan at the end of the personal holiday pay period, in compliance with all Internal Revenue Codes and E.R.I.S.A.

Seniority employees with more than six (6) months of seniority, upon mutual agreement, who have accumulated five (5) personal holidays, may elect to use this five (5) day period as a vacation week Monday through Friday. The rate of pay for this optional week will be forty (40) hours at straight time for a full-time seniority employee and twenty (20) hours at straight time for a part-time employee.

### **SECTION 3**

Any regular employee who does not work on the holiday but who has worked ninety (90) hours in the thirty (30) consecutive work days immediately preceding the holiday shall be entitled to eight (8) hours at the straight time rate for such holiday. Time lost due to compensable injury or vacation shall be used in computing hours worked.

### **SECTION 4**

Any regular employee who works on the holiday and is eligible for holiday pay as provided in Section 3 above shall be paid for all work performed at one and one-half (1-1/2) times the hourly rate in addition to receiving his holiday pay and shall be guaranteed a minimum of eight (8) hours work.

### **SECTION 5**

When a holiday falls during the regular vacation of an employee entitled to holiday pay, the employee shall receive an extra day's pay for such holiday.

### **SECTION 6**

Pay for unworked holidays shall not be used in computing overtime

pay in the regular work week. Time worked in excess of thirty-two (32) hours in any week in which a holiday occurs or twenty-four (24) hours in any week in which two (2) holidays occur shall be paid for at the rate of time and one-half (1-1/2) except where the holiday falls on Saturday or Sunday provided the holiday falls within the scheduled work week. Then the time shall be paid after the fortieth (40th) hour.

## **SECTION 7**

When any of the above-mentioned holidays fall on Sunday, the day observed by decree or proclamation shall be considered as a legal holiday and work performed shall be paid for at the holiday rate.

## **ARTICLE 57 - VACATIONS**

(A) Employees hired prior to August 1, 1987 will have their first year of vacation prorated. Those employees hired after July 31, 1987, must be on the seniority list for one (1) year prior to receiving any vacation benefits. Thereafter, the employees will follow all vacation requirements and selection as applies to all others in the bargaining unit.

1. Each employee with a record of continuous employment for one (1) year or more but less than two (2) years shall receive one (1) week's vacation with pay.
2. Each employee with a record of continuous employment of two (2) years or more but less than ten (10) years shall receive two (2) weeks' vacation with pay.
3. Each employee with a record of continuous employment of ten (10) years or more but less than fifteen (15) years shall receive three (3) weeks' vacation with pay.
4. Each employee with a record of continuous employment of fifteen (15) years or more but less than twenty (20) years shall receive four (4) weeks' vacation with pay.
5. Each employee with a record of continuous employment of twenty (20) years or more but less than twenty-five (25) years shall receive five (5) weeks' vacation with pay.

6. Each employee with a record of continuous employment of twenty five (25) years or more shall receive six (6) weeks' vacation with pay.
7. December 31 shall be the eligibility date for all employees for vacation purposes. Employees who are hired between January 1 and May 1 shall be credited with the previous December 31 as their anniversary date for vacation purposes only.

(B) Vacations are to be scheduled any time during the time from January 1 up to and including the week of Thanksgiving and December 26 to December 31 of each year. Employees are to select their vacation period in the order of seniority. No employee shall accept vacation pay in lieu of vacation with the following exception: An employee with four (4) or more weeks of vacation may request one (1) week of pay in lieu of vacation. This option must be determined during the vacation selection period. Payment for this week will be made with the employee's first week of vacation pay. Vacation pay shall not be less than 45 hours' pay at the employee's regular rate of pay as set in Article 55, or for two (2) year employees, 90 hours' pay, or for ten (10) year employees, 135 hours' pay, or for fifteen (15) year employees, 180 hours' pay, or for twenty (20) year employees, 225 hours' pay or for twenty-five (25) year employees, 270 hours' pay. Part-time employees, if qualified, shall receive one-half (1/2) vacation benefits. One-half (1/2) vacation benefits shall mean four (4) hours straight time pay per day.

Tractor-trailer drivers who are bid or assigned double trailers will receive forty cents (.40) times forty five straight time hours for vacation.

(C) All employees must receive their vacation pay before taking vacation.

(D) A list of employees who are to receive vacations should be posted in all centers. Vacation lists shall be posted November 1 and completed by December 25 for selection of vacation weeks. Employees shall select vacation weeks in seniority order. Vacations are to be taken seven (7) consecutive days as of the Employer's pay



week, and for two (2) year employees, either fourteen (14) consecutive days or two (2) seven (7) day periods, and for ten (10) year employees, either twenty-one (21) consecutive days or three (3) seven (7) day periods and employees with fifteen (15) years service shall receive either twenty-eight (28) consecutive days or four (4) seven (7) day periods, and employees with twenty (20) years service shall receive either thirty-five (35) consecutive days or five (5) seven (7) day periods and employees with twenty-five (25) years service shall receive either forty-two (42) consecutive days or six (6) seven (7) day periods. Time selected to be mutually agreed to by the employee and the Employer.

(E) A minimum of 15% of the eligible employees, by center, by classification shall be entitled to select vacation during the months of May, June, July and August.

The application of the 15% will be applied as follows:

Number of Employees	
1-10	1
11-16	2
17-23	3
24-30	4
31-36	5
37-43	6

(F) To determine the minimum of 15% eligible employees in the package driver classification, regular temporary drivers receiving full-time pay for their vacations, will be added by center to the list of eligible full-time drivers. This cumulative list will then be used to determine the minimum number of employees entitled to select vacations, by center, in the months of May, June, July, and August.

(G) Eligible employees upon mutual agreement who have accumulated at least five (5) sick days and/or five (5) personal holidays may elect to use these five (5) day periods as a vacation week Monday through Friday. The rate of pay for these optional vacation weeks will be forty (40) hours of straight time pay for seniority full-time employees and twenty (20) hours of straight time pay for a seniority part-time employee. The employee is only permitted to take one

(1) optional week utilizing sick leave and one (1) optional week utilizing personal holidays in any one (1) contract year period.

(H) Absence of less than sixty (60) work days in the aggregate due to lack of business or illness shall not be construed as interrupting the yearly work service of such employees. Absence from work because of a compensable injury shall not be construed as interrupting the yearly working service of an employee. Employees who are absent more than sixty (60) work days for the reasons stated herein shall receive pro-rata vacation and pay based on their earned vacations as of the prior December 31.

The pro-rata provisions of this Article shall also apply to all employees who terminate their employment with their Employer between January 1 and December 31.

#### (I) Vacation Replacement Drivers

The Employer shall have the right to hire vacation replacements. Vacation replacements hired in May, June, July and August shall not gain seniority unless they are worked after September 1. Employees worked after September 1 shall have their time count towards acquisition of seniority as provided for elsewhere in this agreement; however, their seniority dates shall be the first day worked after September 1. If the Employer recalls these employees it must continue to comply with the part-time 6 for 1 ratio as provided for elsewhere in this agreement. Upon agreement of the Local Union, part-time employees may work as full-time vacation replacements under the terms of this provision and still retain their seniority as part-time employees.

The Company may utilize qualified part-time employees to work as part-time employees to cover full-time inside employees while on vacation. Pay will be straight time up to eight (8) hours and then overtime after eight (8).

## **ARTICLE 58 - HEALTH AND WELFARE AND LIFE INSURANCE**

The Employer will evaluate a number of alternative procedures for

full-time and part-time employees and retirees including precertification and utilization reviews, managed care, health care provider contracting and other various programs. The Company will implement those procedures or programs deemed necessary to continue quality health care service in a cost effective manner. It is the intentions of the parties that managed care will continue to provide high quality health care.

A comprehensive medical expense benefits insurance for retired UPS members will be established for employees retiring after July 31, 1993. The employees covered, as well as the nature and amount of said benefits, will be as outlined in the booklet entitled "The UPS Health Program For Retirees" Form (#U-65). The minimum qualifying age for eligibility for the retiree health care plan is age fifty-one (51).

Health & welfare and/or pension contributions shall be increased by forty dollars (\$40.00) per week on August 1, 2008 and on each subsequent August 1<sup>st</sup> during the life of the contract.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of three (3) months. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

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

deadlocked, the matter shall be resolved by the National Grievance Committee.

For employees hired after ratification, the employee must be on the full-time seniority list for eighteen (18) months for eligibility for dental coverage, vision coverage and all dependent health care coverage.

This language will be revised and amended upon ratification of the Western Pennsylvania Supplemental Agreement.

Present employees covered under the Health Care Package and new employees will be covered under the new Teamster UPS Joint Council 40 Health Care Package. Employees covered under the Indemnity program will be given an opportunity to convert to the new Teamster UPS Joint Council 40 Health Care Package.

## **ARTICLE 59 - PENSION**

The Employer shall make the following weekly contributions to the Western Pennsylvania Teamsters and Employers Pension Fund and to the Southwestern Pennsylvania and Western Maryland Area Teamsters and Employers Pension Fund, respectively, for each regular full-time employee covered by this agreement who has been on the payroll thirty (30) working days or more.

Effective Date	Western PA Teamsters and Employees Pension Fund	Southwestern Pennsylvania and Western Maryland Area Teamsters and Employers Pension Fund
August 1, 2008	\$294.00 Per Week	\$294.00 Per Week
August 1, 2009	\$320.00 Per Week	\$320.00 Per Week
August 1, 2010	\$346.00 Per Week	\$346.00 Per Week
August 1, 2011	\$372.00 Per Week	\$372.00 Per Week
August 1, 2012	\$398.00 Per Week	\$398.00 Per Week

The weekly Health and Welfare and Pension contributions shall be

allocated by the respective Joint Supplemental Area Negotiating Committees, subject to the approval of the Joint National Negotiating Committee.

This fund shall be the Western Pennsylvania Teamsters and Employers Pension Fund. There shall be no other pension fund under this contract for operations under this contract or for operations to which Employers who are party to this contract are also parties, except for Southwestern Pennsylvania and Western Maryland Area Teamsters and Employers Pension Fund which is currently in effect.

By the execution of this agreement, the Employer authorizes the Employers associations which are party hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken by such trustees within the scope of their authority.

If an Employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an Employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient moneys to pay the required contributions into the pension fund during the period of absence.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the pension fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation. Contributions to the pension fund must be made for each week for each regular full-time employee, even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund.

Employees who work either temporarily or in case of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

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

## **ARTICLE 60 - PART TIME EMPLOYEES HEALTH AND WELFARE**

Effective December 17, 1976, the Employer will provide full coverage for part-time employees equal in benefits to those of the full-time employees in their area; (1) except for weekly accident and sickness benefits which shall be one-half (1/2) the amount a full-time employee would receive. There shall not, however, be any duplication of Health and Welfare coverage for part-time employees. Part-time employees hired after July 31, 1993, must be on the part-time seniority list for two (2) years for eligibility for dental, vision, and all dependent health care coverage.

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

The Employer will evaluate a number of alternative procedures for full-time and part-time employees and retirees including precertification and utilization reviews, managed care, health care provider contracting and other various programs. The Company will imple-

ment these procedures or programs deemed necessary to continue quality health care service in a cost effective manner. It is the intentions of the parties that managed care will continue to provide high quality health care.

This language will be revised and amended upon ratification of the Western Pennsylvania Supplemental Agreement.

Present employees covered under the Health Care Package and new employees will be covered under the new Teamster UPS Joint Council 40 Health Care Package. Employees covered under the Indemnity program will be given an opportunity to convert to the new Teamster UPS Joint Council 40 Health Care Package.

## **ARTICLE 61 - PART-TIME EMPLOYEES PENSION**

Effective December 17, 1976, the Employer shall provide pension benefit coverage to part-time employees under the terms and conditions as may be contained in the U.P.S. 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 - The hours of service required have been reduced from one thousand (1,000) hours to seven hundred fifty (750) hours in any one calendar year.
2. Vesting Year - The hours of service required for vesting is reduced from one thousand (1,000) hours to seven hundred fifty (750) hours in a calendar year.

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.

3. Service Credit - The hours needed to obtain a service credit year have been reduced from eighteen hundred (1,800) hours to fifteen hundred (1,500) hours per year. The service credit year is used to calculate retirement benefits. (This will now amount to one (1) month of service credit for each one hundred twenty-five (125) hours worked.)

4. Monthly Benefit - The maximum monthly benefit is one thousand and one hundred dollars (\$1,100) per month.

5. Vesting - The vesting requirements will be at least five (5) years.

All part-time employees covered under this agreement will receive the improved pension benefits as outlined in the United Parcel Service Pension Plan as specified in Article 34 Section I of the National Master agreement.

## **ARTICLE 62 - DEATH IN THE FAMILY**

In the event of a death of a member of the employee's family, a seniority employee shall be allowed a reasonable time off, not to exceed four (4) scheduled work days (not to extend beyond the day of the funeral unless an additional day is required for travel), and will be reimbursed at eight (8) times the employee's straight time hourly rate for each day lost from work for those employees whose regular scheduled workweek is five (5) days and ten (10) times the straight time hourly rate for those employees whose regular scheduled workweek is four (4) days. A regular full-time employee shall be guaranteed two (2) days off regardless of the day of death or day of funeral. Members of the employee's family means spouse, child, father, mother, brother, sister, grandparents, step parents, step-child, grandchild, mother-in-law and father-in-law. Part-time employees will enjoy the same benefits as above paid at four (4) times the employee's straight time hourly rate.

An employee shall be allowed one (1) day off to attend the funeral of a sister-in-law or brother-in-law. Reimbursement for this day shall be the same as outlined above.



## **ARTICLE 63 - UNION COOPERATION**

The union, as well as the members thereof, agree at all times as fully as it may be within their power to further the interests of United Parcel Service, the Company.

## **ARTICLE 64 - LEASED EQUIPMENT**

### **SECTION 1**

For the purpose of protecting the established drivers' rate, minimum rental rates for the leasing of equipment owned by employees shall be determined by negotiations between the parties, in each locality, for the equipment used in that locality. Equipment rental rates shall be computed only on an hourly, daily or weekly basis. Tonnage methods of payment may be continued or placed in effect provided it produces the minimum cost of operating the equipment in addition to full drivers wage and allowance.

### **SECTION 2**

In the event the Company leases equipment from individual owners, then in that event the Company shall pay the driver directly and separately from the lessor of said equipment.

### **SECTION 3**

The Employer expressly reserves the right to control the manner, means and details of, and by which, the owner-operator performs the services, as well as the ends to be accomplished.

## **ARTICLE 65 - OPENING AND CLOSING OF CENTERS**

Whenever a center is opened or closed or partially closed, the employees affected will be entitled to follow the work and their seniority will be permanently dovetailed in the new location. The transferred employees shall, for a period of thirty (30) working days following the transfer, have an unqualified right to return to their original center, if it is still in existence, and carry with them their seniority at their original center. The Employer will have ten (10) working days' notice to effectuate the transfer back to the original center.

In the event the employees affected are forced to accept the transfer in lieu of a layoff, such employees may have the right to return to their original center to fill new permanent jobs or permanent vacancies within two (2) years of the date of such transfer and their seniority shall be dovetailed.

Seniority shall be on a center basis except that a laid off full-time seniority employee shall be given job preference, if qualified, at another center in the same local union's jurisdiction before any new employees are hired be it on a temporary or permanent basis. Employees who elect to take such work must give at least one (1) day's notice of their election and the agreed upon notice of layoff shall not apply to such employees at the new location.

## **ARTICLE 66 - MAINTENANCE OF STANDARDS**

### **SECTION 1 - PROTECTION OF CONDITIONS**

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differential, 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 67 - UNIFORMS AND PERSONAL APPEARANCE**

The Employer agrees that if any employee is required to wear any kind of uniform as a condition of their 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 (5 winter - 5 summer) on the basis of one (1)

new shirt for each worn shirt turned in. These shirts will be maintained by the employee.

The uniform and UPS shirts 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.

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 68 - PAY PERIOD**

All regular employees covered by this agreement shall be paid in full each week. Not more than one (1) week's pay shall be held on an employee. Each employee shall be provided with a statement of total hours and gross earnings and an itemized statement of all deductions made for any purpose. Payroll checks shall be in sealed envelopes.

## **ARTICLE 69 - TIME RECORD**

A daily time record shall be maintained by the Employer for all of the employees. Each employee shall "punch in" their own time card or badge at the start of the day and "punch out" their own time card or badge at the completion of the day's work at the Employer's place of business. Locations where a time clock is not available, employees may write in start times and finish times. This will apply to "helpers" and on area service personnel only.

## **ARTICLE 70 - BREAKDOWNS AND IMPASSABLE HIGHWAYS**

In any instance of breakdown or impassable highway which prevents an employee from proceeding to their destination (or, if

instructed, from returning to their center), the employee shall be paid for all time up to the time at which they arrive at a place of lodging, with overtime payments, if appropriate. Once they have arrived at a place of lodging, the employee shall be considered to be relieved from duty and he shall remain off duty until their regular starting time the next day or until called to duty, whichever occurs sooner. If more than one (1) day elapses before the employee is called to duty, they shall be paid not less than their daily minimum guarantee each twenty-four (24) hour period, such period to be measured from the employee's regular starting time each day until they return to their center or home. In addition, such employee shall be furnished clean, comfortable sanitary lodgings, plus meals. The meal allowance shall be four dollars and fifty cents (\$4.50) for breakfast, five dollars and fifty cents (\$5.50) for lunch and eight dollars and fifty cents (\$8.50) for supper.

## **ARTICLE 71 - SICK LEAVE**

Seniority employees after they have been on the payroll one (1) year, will receive five (5) days sick leave with pay as follows. The employee must be on the payroll to receive any sick day pay. This only applies to those employees hired after July 31, 1987.

Seniority employees hired after July 31, 1997 will be eligible for sick days leave in the following manner:

Seniority date plus 12 months will receive two (2) Sick days leave.

Seniority date plus 24 months will receive full contractual allotment.

Employees hired after December 19, 2007, will be eligible for sick days in the following manner:

Seniority date plus 12 months one (1) sick day leave

Seniority date plus 24 months three (3) sick day leave

Seniority date plus thirty-six (36) months – full contractual allotment.

Option 1. Sick days will be taken one (1) day at a time.

Option 2. Unused sick days remaining shall be paid off on the first pay period following May 1 or anytime prior at the request of the employee.

Option 3. Employees may accumulate their sick days for the length of the current agreement. Sick leave pay shall be based on the appropriate rate of pay when earned.

Option 4. Vacation option as listed in Article 57.

Option 5. On the first pay period following May 1st, the employee may elect to deposit into the Teamsters UPS National 401(k) Tax Deferred Savings Plan, any unused sick days, from the previous entitlement periods. This must comply with the Internal Revenue Code and E.R.I.S.A.

In determining the scheduling of sick leave, it may not interfere with the Employer's operation and at no time shall more than 15% of the employees be off on authorized sick leave.

## **ARTICLE 72 - PART TIME EMPLOYEES**

1. Part-time employees are defined as employees who, when reporting to work as scheduled, shall be guaranteed a minimum of three and a half (3-1/2) hours. Should any part-time employee work beyond the fifth (5th) hour, they shall receive one and one half (1-1/2) times their hourly rate for all hours in excess of five (5).

2. Part-time employees transferring to full-time jobs: after the completion of the job selection procedure outlined in this supplement, the resulting opening will be filled as follows:

The permanent new job or permanent vacancy resulting from the procedure outlined above will be posted for a period of five (5) working days. After the bid is awarded the new position will start the following Monday. Part-time employees with one (1) or more years seniority may bid on a full-time opening in their building in all months, except November and December, providing they meet

the same requirements as applicants for that full-time job. The job will be awarded to the senior bidding part-time employee.

The employee awarded the job must satisfactorily complete a thirty (30) working day training period. An employee who fails to qualify shall not be allowed to bid for one (1) year for the job the employee was disqualified for. The above procedure will be applied on an alternating, six (6) for one (1) basis (e.g., for every seven (7) jobs, six (6) will be filled as outlined above and the other from applicants from other sources).

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 and retirement purposes, the employee shall receive additional seniority credit equal to all time worked as a part-time employee.

3. Part-time employees will work off the part-time employee seniority list at each center.

4. The Company agrees that full-time regular temporary drivers will be used to cover absentees, overflow work and vacations. The number of regular temporary drivers will be determined in each center by a review of the absentee record as well as the weekly volume patterns that might require overflow coverage and vacation requirements. Regular temporary jobs will be filled by part-time employees who wish to transfer to full-time driving jobs as outlined in Article 72. A laid off regular temporary driver shall have the right to displace the most junior part-time employee in that center when no regular extra work is available. Regular temporary drivers shall continue to accrue part-time seniority. Seniority part timers shall continue to receive paid for time not worked at their appropriate part-time progressive wage rate. If a regular temporary driver successfully qualifies for regular full-time employment, they will not be required to advance through the driver progression rate a second time and full-time benefits will begin when they successfully transfer to seniority full-time status. Regular temporary drivers will not

work should a qualified full-time package driver be laid off. Regular temporary drivers who drive two hundred twenty-five (225) working days, although still on the part-time seniority list, will receive full-time pay for vacations, holidays and sick days. All Regular temporary drivers will select their vacations from the appropriate full-time vacation schedule. They will select their vacations after the full-time employees have selected. The regular temporary drivers will then select their vacations in seniority order. If a part-time employee disqualifies him/her self as a regular temporary driver during the qualification period, they will not be afforded the opportunity to again qualify for a period of not less than three (3) years. If an employee is disqualified by the Employer, they will not be afforded the opportunity to requalify again for a period of not less than one (1) year.

The Top 75% or at least one (1) Regular Temporary Driver in each Center, whichever is greater unless there are none available will work before any vacation replacement driver or Peak Season drivers will be utilized.

5. Part-time employees will not be permitted to do delivery driving, feeder driving or tractor-trailer driving work. Part-time employees will be permitted to move vehicles within the confines of the Employer's property only for the purpose of avoiding delay in their work except when unassigned drivers are available in the building. When part-time employees are used in the carwash classification, they will be permitted to drive equipment to and from the carwash.

6. The Company will maintain a shift transfer list for each part time sort. Eligible part-time employees with one (1) or more years seniority may transfer to a different shift on new job openings and permanent vacancies except during the months of November and December.

The senior employee on the list at the time of the opening will be transferred on the following Monday.

Part-time employees with six (6) months or more of seniority shall have the right to place their name on the list of employees waiting

to move to a preferred job within their building as outlined elsewhere in this Agreement.

Part-time employees who elect to transfer to a different sort will not be eligible to transfer again for a period of six (6) months except in the case of a transfer to full-time employment.

7. There shall be a classification of employee called "On Area Service Personnel".

A. This classification will be recognized as bargaining unit employees under the current bargaining agreement.

B. In the event:

1. Eight (8) hours work in the On Area Service Personnel classification or a combination of eight hours work in the On Area Service Personnel classification and inside package handling work. These employees will receive all appropriate full-time benefits.

2. A combination of less than eight (8) hours work in the On Area Service Personnel classification and inside package handling work or less than eight (8) hours work in the On Area Service Personnel classification. These employees shall receive appropriate part-time benefits.

C. The duties of the On Area Service Personnel will be the loading and processing of pickups, and delivery of packages that have been tendered to the customer, in the confines of the customers location.

D. The On Area Service Personnel work will be offered to existing part-time employees by seniority within the jurisdiction of the Local Unions where the work is being performed.

E. The employees must qualify by meeting the requirements of Article 67 of the current agreement.



- F. The On Area Service Personnel will receive the “all others” wage rate in accordance with the current agreement.
  - G. In the event an opening occurs or a new job, existing part-time employees will be offered the job in seniority order prior to any new hire. These employees will be slotted at the appropriate “all others” wage rate in accordance with their seniority.
  - H. Employees described above may be required to punch a time card and will be entitled to all other provisions of the local supplement, rider and addendum such as bidding for full-time jobs and layoff provisions.
  - I. The employees in this classification will be kept informed of all new jobs or vacancies for which they are eligible to sign a bid.
8. Any claimed abuses of this Article with respect to the use of part-time employees shall be subject to the grievance procedure.

## **ARTICLE 73 - AIR CONDITIONING**

Effective May 1, 1979, all new feeder tractor-trailer road equipment placed in service shall be equipped with air conditioning. Duration: July 31, 1993.

## **ARTICLE 74 - TRAINING AGREEMENT**

This agreement will be supplemental to and in accordance with the National Training Agreement dated April 15, 1995, and applies to all local unions within the Western Pennsylvania Supplemental Agreement.

- 1. To be eligible to bid, employees must currently be working in the classification within the center for which the bid is posted. In order for the employees to be awarded the bid, the employee must have the following: three (3) years on the seniority list and a one (1) year safe driving record. Part-time trainers must have six (6) months experience within the classification that

they will be performing training. To be a trainer the employee must successfully complete and be certified in the employer's training program. Except for the above, the current collective bargaining agreement within Article 51 will be adhered to for the bidding of the trainers.

2. All bids will be awarded by seniority within their respective center and classification. Full-time employees will train all full-time employees and may train part-time employees when available and as assigned. Part-time trainers will perform training assignments on shifts and in centers to which the full-time employees are assigned, only when qualified full-time trainers have been afforded the opportunity to perform the work. After the initial training procedure additional training positions will be bid on an as needed basis. Once a trainer is assigned to an individual, that trainer may be required to complete the assignment with that individual.
3. This program will be implemented upon the signing of this agreement. Existing trainers will not be used for more than sixty (60) days from the date of implementation unless their seniority allows them to be a successful bidder.
4. The posted bid will include the duties of the trainer. Any employee who bids and is awarded a training position, they may remain the trainer until such time the employee notifies the Company in writing of their desire to disqualify themselves. A copy will be sent to the Local Union. Once removed from the training program the employee must wait one (1) year from the date of disqualification before re-entry. Re-entry will be allowed on an as needed bid basis and the employer may require re-certification. Any employee may be disqualified by the Employer, the disqualified employee will have access to the grievance procedure as outlined in the National Training Agreement. No employee will be disqualified by the Employer without prior involvement of the District Labor Relations Manager. Any dispute concerning this agreement shall be reduced to writing and submitted to UPS West PA. Joint Council 40 Negotiating Committee for resolution at the next regularly

scheduled meeting. If the parties fail to reach a resolution the dispute will be forwarded to the National Training Committee.

5. The certified trainer will receive premium wages as a trainer for all hours worked in a day, providing the trainer works a minimum of one (1) hour as a trainer as in accordance with Article 54 Section 4. This additional hourly rate will be included for the purpose of calculating overtime wages.
6. Regular Temporary Drivers (Article 72) and Vacation Replacement Drivers (Article 57) will not be used to replace employees working as trainers.
7. When a trainer is not involved in training duties, they will be allowed to perform their normal assignment or bid job(s).
8. On days a trainer is involved in training duties that provide less hours than the average paid day for the previous four (4) weeks worked, such employee will be offered work or paid up to that daily average. The trainer shall make such request at the beginning of their shift.
9. Training in the tractor trailer classification will be done on the certified trainers regular bid run, unless the trainer's bid is shifting or TDP type work. Trainers within the tractor trailer classification will have the option to decline to leave their bid run to perform safety rides. The scheduling of safety rides within the tractor trailer classification will be on an as needed basis.

## **MUTUAL UNDERSTANDINGS**

1. The use of citizen band radios, not to exceed five (5) watts presently permitted in all feeder road equipment, will be extended for use in package cars used as feeder equipment. Restrictions on the use of these C.B. radios will be identical to the language contained in Article 18, Section 3, U.P.S.-I.B.T. Master Agreement.

The use of transistor radios shall be as outlined in the Master Agreement.

2. If within the future there becomes a need for full-time jockeys or shifters within the jurisdiction of any Local Union, the Company agrees to place these jockeys or shifters on a mutually agreeable seniority list.

3. The Company agrees that when we periodically order name tags for our employees, we will order black backed name tags for supervisory personnel and brown backed name tags for hourly personnel.

4. The Company agrees to extend a fifteen (15) minute paid break to all part-time employees working for United Parcel Service under the jurisdiction of Locals 30, 110, 249, 261, 397, 491, 538, and 585. This break is to be given during the shift and will not be forced earlier than forty-five (45) minutes after the start of the sort operation/shift.

## **LETTER OF UNDERSTANDING**

April 13, 1994

The following is a letter of understanding to be included as part of the Western Pennsylvania Supplemental Agreement.

The Union and the Employer agree that 10% of the full time and part time employees will be permitted off for vacation in the months of April and September. The only week the 10% would not be in effect is between Palm Sunday and Easter Sunday. The months of May, June, July and August will remain at 15%. Vacation replacements may be utilized only in the months of May, June, July and August. The only exception will be the employees in the Feeder Driver classification who will be eligible to have 15% off in the months of April, May, June, July, August and September with the use of vacation replacements.

## **LETTER OF UNDERSTANDING**

The company shall make a good faith effort to reduce the frequen-

cy of package car drivers involuntarily covering areas other than their bid area (In accordance with Article 51, Section 9(4)(a & c)). In an effort to keep drivers on their bid areas, the Labor Manager and Business Agent can review the skills inventory during routine business meetings.

If necessary, the Business Agent and Labor Manager will meet with the Employer and Union panel co-chairmen at the next regularly scheduled Western Pennsylvania Area Parcel Grievance Committee Panel for review and resolution. Grievances filed to the panel pertaining to this issue shall be moved to the front of the docket prior to hearing language cases. For the calendar year 2008, the UPS Region Labor Manager and a representative of the IBT Small Package Division will monitor this procedure for compliance.

This Letter of Understanding is not intended to reduce the contractual rights present in Article 51, Section 9(4)(a & c).

## **MEMORANDUM OF AGREEMENT**

November 4, 1994

As result of a discussion between the Negotiating Committees of the W. Pa. Supplemental Agreement the following language is suggested to address the Emergency Clause (Article 55 Section 3 (b) (c) (d))

- 1) Once the determination is made to close the operation of a Center, Hub or any facility which the employees are under the United Parcel Service W. Pa. Supplemental Agreement Each Local Union and the Joint Council Offices will be notified immediately.
- 2) The Company agrees to utilize all available Management personnel in attempt to receive calls and to call employees upon the determination the facility will be closed during an emergency. In addition the Company agrees to utilize one or more radio stations in the affected area to also inform the employees not to report to work due to the weather emergency.

- 3) If the notification is made by Management one (1) hour or more prior to the starting times, the employees will not be compensated for reporting to work during a weather emergency.
- 4) All employees will be called back upon the end of the emergency in their seniority order. As for the Centers or operations that have feeder runs the Company and the affected Local Union will meet to outline the procedure they determine will best suit that locations operation. Prior to the implementation of the agreed to feeder language the W. Pa. Supplemental Negotiating Committees must review and approve the Local agreements.
- 5) This agreement will only pertain to a weather related emergency. All other forms of a declared emergency will be handled as outlined in the collective bargaining agreement.
- 6) All areas not outlined within this memorandum of agreement pertaining to emergency situations will remain as in the collective bargaining agreement, therefore handled on an individual basis.

In witness whereof the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 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:

**TEAMSTERS NATIONAL UNITED PARCEL SERVICE  
NEGOTIATING COMMITTEE**

James Hoffa, Chairman  
Ken Hall, Co-Chairman

**WESTERN PENNSYLVANIA UNION  
NEGOTIATING COMMITTEE**

Roy E. Marshall, Chairman

Rocco DiFilippo  
Ernest P. Giglotti  
Michel Spegar  
Ron Gibbs  
Tony Answine

Betty Rose Fischer  
Michael Susko  
Vito Dragone  
Doug Robbins

**WESTERN PENNSYLVANIA  
NEGOTIATING COMMITTEE**

Robert Eans, Chairman

Steve Haney  
Tim Eckert  
Stuart Leach  
Art Duggan  
Mark Goodwin

Lindsay Marshall  
Eric Bringe  
Bill Hoffman  
Kelly Washington  
Kevin Leeman

