

# UPS Central Pennsylvania Supplemental Agreement

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

*covering:*

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

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

## CENTRAL PENNSYLVANIA SUPPLEMENT

This Supplement to the UPS 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 229, 401, 429, 764, 771, 773 and 776. Except as provided herein, the provisions of the UPS IBT National Agreement shall prevail.

### ARTICLE 48 – SENIORITY

#### Section 1 - Acquisition of Seniority Orientation

(a) All new employees shall be hired on a thirty (30) working days' trial basis and shall work under the provisions of this Agreement, within which time they may be dismissed without protest by the Union; however, the Employer may not layoff, discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After working thirty (30) days within a ninety (90) consecutive day period, the employee shall be placed on the regular seniority list and his/her seniority date shall be the first (1<sup>st</sup>) day worked of the thirty (30) days worked in a ninety (90) consecutive day period. Tractor trailer drivers hired as replacements for drivers absent shall not acquire seniority under this provision. Replacement Tractor Trailer drivers shall be paid seventy-five percent (75%) of the current Tractor Trailer driver rate.

(b) New hires attendance or orientation meetings not to extend beyond ~~ten (10) three (3) days~~, **five (5) days** shall not count ~~as working days towards seniority or qualification~~. People attending orientations shall be paid a daily rate of ~~sixty-five (\$65) dollars fifty (\$50.00)~~ for full time and ~~twenty-five (\$25.00) forty (\$40)~~ for part time. During orientation actual work performed within the classification will be paid at the appropriate contract rate and count toward seniority.

#### Section 3

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

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

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

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

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

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

## 7-CP

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

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

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

### Section 5 - Reduction of Force

#### Section 5.1

(a) The Employer agrees to give regular full time seniority employees ~~two (2) three (3)~~ days notice of intended layoff.

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

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

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

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

#### Section 5.2

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

After a layoff, full time seniority employees may elect to be assigned to displace one (1) or two (2) part time employees in the building if any part time employees are working in that building. In such cases the full time seniority employees will be **offered available hours for one (1) shift and guaranteed**

**eight (8) hours work for two part time shifts guaranteed four (4) hours work for one shift or eight (8) hours work for two part time shifts where available** at the appropriate rate for classification of work performed in addition to all fringe benefits.

Full time employees who displace part time employees as provided in Article 48, Section 5.2 shall receive the **appropriate rate (part time rate) of pay, except if in the building there is a part time employee receiving higher rate, then the full time employee will receive the higher rate. top inside Article 22.3 rate of pay.**

The provisions of this Section shall not apply:

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

### Section 7 – Bidding

(a) Annual Bidding - Full Time Employees

1. In each center a schedule of starting times within each classification shall be posted for bid on the third (3<sup>rd</sup>) Monday in January and shall remain posted for two (2) weeks.
2. Full time employees in each classification shall in order of their seniority, have the right to select starting times within their own classification from the scheduled posted. **The schedule shall include Day / Twilight and Night / Preload jobs in the current hub operation.**
3. There shall be area selection for all full time package car drivers on the ~~third first~~ Monday in January **2015 and every other January for the contractual period of this agreement. 2009, January 2011 and January 2013**, which will remain posted for three (3) weeks. Delivery drivers in the order of their seniority shall be permitted the opportunity to select the area of their choice within the center. The area selection will be put into effect within ninety (90) days after the area selection list is removed.

Absent mutual agreement, if the Company fails to place the driver on the route within ninety (90) days, the matter shall be

**7-CP**

referred to the Company and Union Negotiating Chairmen at the next regularly scheduled meeting of the C.P.A.P.G.C.

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

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

2. Vacancies or new jobs other than feeders will be posted the first Thursday after five (5) working days of the vacancy, or the first Thursday after five (5) working days of the 30th day of the new job. The bid shall remain posted for five (5) working days as follows: Thursday, Friday, Monday, Tuesday and Wednesday. The job shall be filled within thirty (30) days after the bid is taken down, if a second (2nd) vacancy occurs as a result of filling the first (1st) opening it shall be bid in the same manner as the first. The third (3<sup>rd</sup>) vacancy, if one occurs, shall be filled by the Employer.

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

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

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

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

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

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

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

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

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

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

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

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

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

In the event of an emergency or possible service delay, the Company may temporarily reassign the driver another area within the center but it is the Company's intention that the cover drivers or junior drivers will cover runs unless desired by a senior employee. **Full- Time bid package car drivers cannot be forced from their bid route more than seven (7) days per year. Forced shall not include a mutual agreement or when a bid area is temporarily eliminated.**

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

## 7-CP

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

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

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

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

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

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

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

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

~~(g)~~(f) The provisions of this Section 7 shall not apply to auto mechanics, maintenance mechanics or clerks, except that the Company will cross train one (1) mechanic at a time in order

to afford that individual the skills to bid on new jobs. Qualified mechanics will be allowed to bid on an annual basis and on any new permanent jobs within their classification.

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

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

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

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

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

**7-CP**

(h) Part time employees may place their names on a list for Temporary Cover Drivers which the Employer will post for a two (2) week period on the first (1<sup>st</sup>) Wednesday in January and the first (1<sup>st</sup>) Wednesday in July of each year.

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

**ARTICLE 50 - PART TIME EMPLOYEES****Section 3**

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

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

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

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

**ARTICLE 51 - GRIEVANCE PROCEDURES****Section 3 - Approval by ~~Eastern Region~~ Package Division, and then Director of the Package Division**

Before any strike or stoppage of work takes place over a

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

**ARTICLE 53 - MEAL PERIOD****Section 1**

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

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

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

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

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

Part time employees who work a double shift will be afforded the opportunity to have a minimum thirty (30) minute unpaid rest period.

7-CP

ARTICLE 55 - WAGES & WORKING CONDITIONS

Section 1 - Central Pennsylvania Wage Schedule

Central PA wage schedule 2013-2018

Classification	Existing Rate	8/1/2013	8/1/2014	8/1/2015	8/1/2016	2/01/2017	8/1/2017	2/1/2018
Package driver packager car pups \$.10 additional	32.18	32.88	33.58	34.28	34.68	35.08	35.58	36.08
Feeder drivers	32.28	33.054	33.8067	34.594	35.3904	36.1959	37.0128	37.841
Doubles	32.78	33.5519	34.3401	35.1446	35.9584	36.7815	37.6162	38.4625
Triples	32.93	33.7183	34.5232	35.3448	36.1759	37.0165	37.869	38.7333
Auto mechanic	32.32	33.02	33.72	34.42	34.82	35.22	35.72	36.22
Building mechanic	32.32	33.02	33.72	34.42	34.82	35.22	35.72	36.22
Carwasher, porter	30.36	31.06	31.76	32.46	32.86	33.26	33.76	34.26
Package handler	30.43	31.13	31.82	32.53	32.93	33.33	33.83	33.43
Sorter	32.09	32.79	33.49	34.19	34.59	34.99	35.49	35.99

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

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

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

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

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

(a) Part Time Employees

All part-time employees who have attained seniority as of August 1, 2008~~2013~~ will receive the following general wage increases for each contract year. **In the first three (3) years of the contract, the increase will be effective on August 1<sup>st</sup>.** In 2016 and 2017 each of the years, the increase shall be paid in two (2) equal installments. The first-half of the increase shall become effective on August 1 of the specified year. The second half of the increase shall become effective on February 1 of the following calendar year. The total wage increase for each year will be as follows:

<del>20XX</del>	seventy cents	(\$0.70)
<del>20XX</del>	seventy five cents	(\$0.75)
<del>20XX</del>	seventy five cents	(\$0.75)
<del>20XX</del>	eighty five cents	(\$0.85)
<del>20XX</del>	ninety five cents	(\$0.95)
2013	seventy cents	(\$0.70)
2014	seventy cents	(\$0.70)
2015	seventy cents	(\$0.70)
2016	eighty cents	(\$0.80)
2017	one dollar	(\$1.00)

**7-CP**

Part-time employees still in progression on August 1, 2008~~13~~ shall receive the above contractual increases and will be paid no less than what they are entitled to in accordance with the wage schedules in Article 22, Section 5(b) below. ~~Between the date of ratification and August 1, 2008 part time employees will continue to be paid in accordance with the progression contained in the prior Agreement.~~ The progression set forth in (b) below shall be applied effective August 1, 2008-13.

**(b) Newly Hired Part Time Employees**

All part time employees who are hired or reach seniority after August 1, 2008~~13~~ will be paid according to the following wage schedules:

	Hourly Rate	
		All Others
Preloader/Sorter		
Start	\$ 9.50	\$ 8.50
Start plus ninety (90) calendar days	\$10.50	\$ 9.50
Seniority plus one (1) year	\$11.00	\$10.00
Seniority plus two (2) years	\$11.50	\$10.50
Seniority plus three (3) years	\$12.00	\$11.00
Seniority plus four (4) years	\$12.87	\$11.87
<b>Start</b>	<b>\$11.00</b>	<b>\$10.00</b>
<b>Seniority plus one (1) year</b>	<b>\$11.50</b>	<b>\$10.50</b>
<b>Seniority plus two (2) years</b>	<b>\$12.00</b>	<b>\$11.00</b>
<b>Seniority plus three (3) years</b>	<b>\$13.00</b>	<b>\$12.00</b>
<b>Seniority plus four (4) years</b>	<b>\$13.50</b>	<b>\$12.50</b>

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

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

Starting rate for Package Driver Helpers shall be the same as the starting rate for the lowest paid part time employees. Starting rate for center clerks will be \$8.50 per hour for employees not in the classification before August 1, 2002.

(d) Package driver helpers may be used for the time period November 1<sup>st</sup> until ~~December 31<sup>st</sup>~~ the end of third (3<sup>rd</sup>) full week of January.

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

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

**7-CP**

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

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

**Package Driver Helper Rate of Pay:**

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

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

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

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

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

(f) Automotive Mechanics and Building Mechanics shall receive a ~~two hundred twenty dollars (\$220.00)~~ **two hundred seventy dollars (\$270.00)** yearly tool allowance the last pay period in ~~2008~~ **2013**, and the ~~two hundred twenty dollars (\$220.00)~~ **two hundred seventy dollars (\$270.00)** will increase by ten dollars (\$10.00) each year of the current contract, check payable on the last pay period of the year.

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

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

**ARTICLE 58 - HOLIDAYS & SUNDAY WORK****Section 7 - Holiday Pay**

Employees working job classifications subject to hourly or salaried rates shall receive eight (8) hours pay at the applicable rate of pay even though the employee is not required to work the

**7-CP**

holiday. Employees working two (2) or more job classifications subject to hourly rates during a week in which a specified holiday occurs shall be paid for the holiday on the basis of the straight time hourly rate applicable for the job on which the greatest number of hours has been worked. Compensation for part time employees who qualify for holiday pay shall be paid four (4) hours per day at their straight time hourly rate. Temporary Cover Drivers shall be paid eight (8) hours per day at their current wage progression rate if they have worked as a Temporary Cover Driver within fifteen (15) days prior to the holiday or worked eight hundred (800) hours as a Temporary Cover Driver in the preceding vacation period.

**ARTICLE 59 - VACATIONS****Section 6 - Return Serviceman**

(a) The period of time an employee is in the military service pursuant to the provisions of ~~USERRA the Universal Military Training Service Act, or as amended, and the Reserve Forces Act of 1955, or as amended,~~ shall be included in determining qualifications for vacations.

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

**1. Employee Entering Military Service**

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

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

**2. Employee Returning From Military Service**

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

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

**ARTICLE 64 - HEALTH AND WELFARE FUND FULL TIME EMPLOYEES****Section 1 - Employer**

(a) The Employer hereby agrees, effective August 1,

**7-CP**

~~2008~~**13** until and including July 31, ~~2013~~**18** to contribute to the Central Pennsylvania Teamsters Health and Welfare Fund or any other appropriate Health and Welfare Fund, the following sum per month, payable in advance, for each eligible employee coming under the jurisdiction of this Agreement, in accordance with the terms of the Trust Agreement and Health and Welfare Plan executed by the Employer:

Effective August 1, 2007 ~~13 \$ 1022.66~~ **\$1,648.80** per employee per month

Effective August 1, ~~2008~~**14**, August 1, ~~2009~~**15**, August 1, ~~2010~~**16**, August 1, ~~2011~~**17** and August 1, ~~2012~~**18**, the Employer contributions to the Health and Welfare and Pension shall be increased a total of one dollar (\$1.00) per hour each year. Allocations shall be determined by the Joint Supplemental Area Negotiating committee, subject to the approval of the Joint National Negotiating Committee.

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

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

**ARTICLE 65 - PENSION FUND FULL TIME EMPLOYEES****Section 1 - Employer Contributions**

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

Effective August 1, 2007 ~~13 \$ 1125.80~~ **\$ 1395.33** per employee per month.

Effective August 1, ~~2008~~**14**, August 1, ~~2009~~**15**, August 1, ~~2010~~**16**, August 1, ~~2011~~**17** and August 1, ~~2012~~**18** the Employer contributions to the Health and Welfare and Pension shall be increased a total of one dollar (\$1.00) per hour each year. Allocations between the Health and Welfare Fund and Pension Fund shall be determined by the Joint Supplemental Area Negotiating Committee, subject to the approval of the Joint National Negotiating Committee. In addition, allocation between the Defined Benefit Plan and the Retirement Income Plan shall be made by the Joint Supplemental Area Negotiating Committee in the manner determined by the Settlers of the Central Pennsylvania Teamsters Pension Fund, or, to the extent lawful, the Trustees of the Central Pennsylvania Teamsters Pension Fund.

(b) The Pension Fund will bill each contributing Employer for each eligible employee prior to the last day of each calendar



**7-CP**

month and monthly contributions are due and payable not later than the fifteenth (15<sup>th</sup>) day of the following month.

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

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

**Part-Time Medical Coverage**

(a) Effective January 1, 2008 ~~14~~ Health and Welfare coverage for all part-time employees on the payroll at that time and those hired thereafter will be provided pursuant to the terms of an Employer sponsored nationwide health care plan, **Central States Health and Welfare Fund** ~~namely the UPS National Health Plan~~ for Part-Time Employees. (A copy of the Summary Plan Description will be provided.) Features of the plan will include a prescription card.

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

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

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

**ARTICLE 68 - SICK LEAVE**

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

An employee shall receive eight (8) hours pay for each day he/she is scheduled to work but is unable to report to work. Part time employees will be paid four (4) hours for each day he/she is scheduled to work but is unable to report for work.

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

An employee may combine sick days, personal days for a total

**7-CP**

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

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

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

An employee shall be paid for any unused personal or sick days at the end of the contract year unless he/she elects to accumulate sick days.

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

Two (2) years after seniority date	<del>2</del> <u>2 1/2</u> sick <del>day</del> <u>days</u>
Three (3) years after seniority date	<del>4</del> <u>4 3/4</u> sick days
Four (4) years after seniority date	5 sick days

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

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

**ARTICLE 69 - TEMPORARY ALTERNATE WORK**

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

IN WITNESS WHEREOF, the parties hereto, have set their hands and seals this 1<sup>st</sup> day of August, 2008 ~~13~~ to be effective as of August 1, 2008 ~~13~~, except as to those areas where it has been otherwise agreed between the parties.

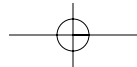
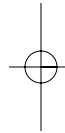
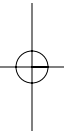
**7-CP**

**7-CP**



**7-CP**

**7-CP**





**7-CP**

**7-CP**

