

*The following is the proposed contract language:*

## Article 22-Full-Time Combination and Part-Time Employees

### **Add a new Section 4. (b)**

#### **Section 4. (b). Full-Time Combination Drivers**

All existing regular full-time package car drivers (RPCD) shall be considered RPCD drivers for the purpose of this Section. The Union and Company commit to protect existing RPCDs from being scheduled or forced to perform weekend delivery work and increasing the number of full-time opportunities for part-time employees. To achieve these objectives, the Company may create full-time 22.4 combination driving jobs. Such jobs may include inside work. In the event the Company utilizes this classification, the following shall apply only to those buildings that include Saturday or Sunday delivery.

1. The number of RPCDs working a Monday through Friday schedule in each building, shall be verified and agreed to by each Local Union and the Company Labor Representative, as of August 1, 2018 and shall be projected jobs. "Protected jobs" shall include RPCDs that will continue to be replaced by employees covered under Article 41, Section 2. In the event the Company does not begin Saturday or Sunday delivery at a building until after August 1, 2018, the number of RPCD jobs in existence at the time of implementation shall be included as "protected jobs." A copy of the verification shall be given to the Package Division and to Corporate Labor. Any disputes shall be determined no later than the October 2018 National Grievance Panel by the Director of the IBT Package Division and the President of Corporate Labor or their designee(s).

RPCDs working a Monday through Friday schedule shall be guaranteed five (5) consecutive days of eight (8) consecutive hours per report and forty (40) straight time hours of straight time pay each week, if reporting each day as scheduled, as long as work is available.

Those RPCDs currently working Tuesday through Saturday shall be red circled by name and shall continue to be covered under Article 41, Section 2.

2. It is the commitment of the parties that RPCDs work a Monday through Friday schedule. To that end the parties agree that all RPCDs currently working a Tuesday through Saturday schedule will transition to a Monday through Friday schedule as soon as practicable, within eighteen (18) months of ratification. The Company shall have an additional six (6) months for drivers hired directly into a Tuesday through Saturday schedule.
3. The number of protected RPCD jobs in each building as outlined in this Article 22.4 (1) above, shall be guaranteed from replacement by 22.4 combination driver or from any part-time driver as allowed by any Supplement, Rider or Addendum. In the event a protected job moves to another building or jurisdiction as a result of a change of operations or otherwise, the protected status shall follow the job. The number of 22.4 combination drivers shall not exceed twenty-five (25%) of the total number of RPCDs in the building. If the amount of regular Saturday or Sunday volume in a building consistently requires RPCD drivers to work Saturday or Sunday because of the

twenty-five percent (25%) limit, the Package Division Director and UPS President of Labor Relations shall be allowed to adjust the limit based on demonstrated service need.

4. No RPCD shall be laid off or displaced from the classification while 22.4 combination drivers are working in the building.
5. All 22.4 combination drivers shall be guaranteed eight (8) consecutive hours of straight time pay per day, if reporting as scheduled. All 22.4 combination drivers shall work a five (5) consecutive day schedule of Tuesday through Saturday or Wednesday through Sunday. This paragraph shall supersede any Supplement, Rider, or Addendum on the same subject.
6. When the new job includes inside work, the Company shall be entitled to establish up to a one-and-one-half hour (1.5) gap, to include the meal period, between jobs in a workday. All other working conditions not set forth herein, including, but not limited to, the work available for combination with driving, bidding procedures, holidays, vacations, etc. shall be set forth in the Supplements, Riders and Addenda.
7. 22.4 Combination drivers shall be paid in accordance with Article 41.4.
8. In the event the Company needs additional staffing to cover Saturday or Sunday ground deliveries, such work shall first be offered to RPCD as set forth above, then to Article 22.4 combination drivers on their scheduled off day, then to part-time utility/cover/casual employees as permitted in the Supplement, Rider or Addendum. If sufficient volunteers are not obtained, the Company may force in reverse order in accordance with the applicable Supplement, Rider or Addendum.
9. No 22.4 combination driver shall be required to complete more than one (1) qualification period or progression. Any 22.4 combination driver in progression who successfully bids any other full-time position shall slot in at the appropriate rate for the classification.
10. In the event a protected RPCD position becomes available, it shall be filled in accordance with the Supplement, Rider, or Addendum, provided, however that no RPCD position shall be filled by an outside hire unless the job remains unfilled after exhaustion of the applicable bidding procedure.
11. Newly created 22.4 combination driver positions shall count toward the newly created 22.3 jobs required by this Agreement.
12. Article 37, Section 1.b. and c. shall not apply to 22.4 combination drivers. In those buildings in which the Company creates 22.4 combination jobs to cover weekend deliveries, Article 37, Section 1.c. 9.5 protections shall apply to all seniority RPCDs regardless of the route they hold or number of years of seniority.