

SOUTHERN REGION OF TEAMSTERS

AND

UNITED PARCEL SERVICE, INC.
SUPPLEMENTAL AGREEMENT

ARTICLE 46 – ACQUISITION OF SENIORITY

SECTION 1 – PROBATIONARY PERIOD

(A) 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 the employee 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. On the thirty-first (31st) working day within one hundred and twenty (120) consecutive day period, the employee shall be placed on the regular seniority list and the employee's seniority date shall be the first day worked within the one hundred and twenty (120) day period.

(B) TAW days do not count towards the acquisition of seniority or a disqualification. Employees on TAW will be paid the proper rate of pay and guarantee of the job they were performing at the time of the incident.

SECTION 2 – SEASONAL EMPLOYEES

No seasonal employee shall be hired prior to October 15th of each Calendar year.

Any employee hired after October 15th ~~thru~~ **through** January 15th of each calendar year **shall be considered a seasonal employee and** shall not accrue days towards seniority, **unless mutually agreed to by the Company and the Local Union. In no event shall a new hire have a better opportunity than a seniority employee for days to count towards seniority.**

~~Seasonal employees, when hired, shall be notified they are seasonal by signing a seasonal employee notice.~~

Prior to peak season, the opportunity to perform driver helper work during peak season will be offered to seniority part-time employees, providing that this driver helper work will not interfere with their regularly scheduled duties. **The interest lists for the helper work and the peak delivery work will be posted by separate list** ~~This will be done by posting on the interest list~~ **from August 15 through September 15** ~~by the second (2nd) Monday in September~~ for seniority employees to sign signifying their intent to be available for driver helper work **or peak delivery work** for the ~~duration of~~ peak season. **These seniority part-time helpers will be guaranteed three and one half (3 ½) hours of work per day, when performing helper work in addition to their normal part-time guarantee.** After the above process, the Employer may hire employees to perform this work. **These part-time employees that perform helper work shall be allowed to transition to perform work as peak delivery employees between November 1st and the end of the seasonal period, as outlined in Article 26 or either perform helper work as outlined in this section. This work will be offered in seniority order.**

SECTION 3 – SUPERVISORS WORKING

(A) (No change)

(B) (No change)

(C) (No change)

(D) If it is determined at any step of the grievance and/or arbitration procedure that this Section, or a “supervisor working” provision in a Supplement, Rider or Addendum, has been violated, the aggrieved employees will be paid as follows: (a) if the actual hours worked by the supervisor amounts to two (2) hours or less, the aggrieved employee will be paid for the

actual hours worked by the supervisor at the rate of double the employee's rate of pay at the time of the incident: (b) if the supervisor works more than two (2) hours, the aggrieved employee shall be paid four (4) hours at straight time or actual hours worked at double the employee's rate of pay at the time of the incident, whichever is greater. If no aggrieved employee can be identified, the payment will be made to the grievant. Such remedy shall be in addition to any other remedies sought by the Union in the appropriate grievance procedure.

If a Supplement, Rider or Addendum does not have a provision requiring notice to the steward when a supervisor works the following shall be incorporated: "In the event a supervisor does preform bargaining unit work, the Employer shall notify the appropriate shop steward as soon as possible."

In the event that any individual supervisor is found to be in violation of the first paragraph of this Subsection three (3) times in any nine (9) month rolling period, the grievance shall be paid at ~~triple~~ **quadruple** time the employee's rate for the hours specified in the first paragraph of this subsection.

SECTION 4 – EMPLOYMENT OPPORTUNITIES

(No change)

ARTICLE 47 – STEWARDS

(No change)

ARTICLE 48 – SENIORITY

SECTION 1 – SENIORITY ROSTERS/POSTINGS

(A) (No change)

(B) Seniority will be on a Center basis and by job classification. The Employer agrees to post on the first (1st) Monday of January, April, July and October of each year an updated seniority list in each Center for that Center with a copy to be sent to the Local Union by certified mail, or if mutually agreed to with the Local Union in writing by electronic mail (e-mail). If no protest is made within thirty (30) days, the list shall stand as correct, unless clerical errors are discovered. The most current seniority list shall remain posted at all times in each center. The seniority lists will be by classification and include the center/building name, employee's name, job classification, classification date, full-time seniority date, part-time seniority date and feeder qualification date. Transfer dates, 22.3 conversion dates and 22.3 year job if applicable will be listed.

(C) (No change)

(D) Any full-time employee, not pre-qualified, who bids and is awarded a change in classification and who has not previously held that classification must complete a thirty (30) working day qualifying period. Any full-time employee who bids and is awarded a change in job classification but is disqualified, voluntarily or involuntarily, will be precluded for ~~twelve (12)~~ **six (6)** months from the date of the disqualification from bidding to that job classification.

(E) Any violation of not supplying bids, vacation schedules, TCD reports or seniority lists as outlined in the contract that has not been resolved by the District Labor Manager and the Local Union's leadership involvement, shall be docketed to the S.R.A.P.G.C. and heard by the Co-Chairs to determine what actions are necessary to ensure compliance.

~~(E)~~ (F) The Employer will post all new permanent full-time openings immediately. Permanently vacated positions will be posted on the first Monday after it has been vacated and will remain posted for two (2) calendar weeks. The successful bidder will be placed into that job on the first Monday following the bid coming down. Any full-time openings which cannot be filled through the full-time bid procedure, will be filled in accordance with Article 49 Section 2.

A permanent new job for the purpose of this Section shall be one that has been in existence for a period of thirty (30) consecutive working days.

SECTION 2 – LOSS OF SENIORITY

Seniority shall be broken only by discharge for cause, voluntary quit, layoff for a period of three (3) years from the last date of employment, failure to respond to notice of recall, ~~or~~ unauthorized leave of absence, **or if the employee fails to report to work for three (3) consecutive working days and does not properly notify the Employer by the beginning of their starting time on the third (3) day.**

Unless otherwise prohibited by State or Federal law, an employee's seniority shall be broken when ~~he/she~~ **they have** has reached maximum medical improvement from an on or off the job injury or illness if at that time they still cannot perform the essential functions of their job. This provision shall not affect an employee's rights under Article 14.3.

SECTION 3

(No change)

SECTION 4

(No change)

SECTION 5 – REDUCTION IN FORCE - FULL-TIME EMPLOYEES (OTHER THAN FEEDER DRIVERS)

(A) (No change)

(B) In the event of layoff of any full-time seniority employee, the affected employee has the right to exercise ~~his/her~~ **their** seniority in the following manner:

1. Must displace the junior employee within their regular classification.
2. Any other junior full-time employee in another classification or part-time work.

If the employee elects to perform part-time work, ~~he/she~~ **they** may displace two (2) part-time employees if available.

In any case, the employee must be qualified to perform the work have more seniority than the displaced employee, and if it is a temporary layoff be available for ~~his/her~~ **their** next regularly scheduled job.

When an employee works two (2) part-time shifts, ~~he/she~~ **they** shall receive the appropriate guarantee of at least three and one-half (3-1/2) hour's work per shift and will have a guarantee of eight (8) hours work for the day. If only one (1) shift is available, the employee will be guaranteed four (4) hours of work.

An employee on a layoff (lasting less than ~~seven (7)~~ **ten (10) working** days) shall receive their regular wages and benefits. An employee on a layoff (lasting more than ~~seven (7)~~ **ten (10) working** days) shall receive appropriate wages and benefits for the job performed based on their seniority. However, the Employer shall continue to make contributions to their regular health, welfare, and pension.

At the conclusion of the layoff, the laid off employees shall be returned to work in seniority order within their classification.

(C) (No change)

(D) (No change)

(E) (No change)

(F) (No change)

SECTION 6 - PACKAGE DRIVERS - JOB SELECTION

(A) Bid Routes: All routes shall be bid. There shall be a minimum of two (2) training delivery routes and a maximum of ten percent (10%) training delivery routes in each package center. A minimum of one and a maximum of fifty percent (50%) of the training routes shall remain unbid. The purpose of the training routes is to train probationary package car drivers and temporary cover drivers. The training delivery routes shall be designated by the Employer and listed as such on the center bid list. Should there be a need to change these training delivery routes the Employer will notify the Local Union. Package car drivers not holding a bid route will cover for vacations, options, personal holidays, sick days, and other absences of the regular bid drivers, or to cover overflow work. **No single training route will be used back to back for multiple thirty (30) day qualification periods.**

Package car drivers who do not hold a bid route will have the opportunity to bid any route(s) that will be vacant for the entire following week. The vacant routes will be posted on Tuesday and completed by Thursday. If a bid driver returns to work mid-week, they will be placed on their route at their next scheduled start time.

If a package car driver is pulled from their bid route to cover another route, a package car driver would be entitled to a two (2) hour penalty payment at ~~his/her~~ **their** straight time rate of pay.

Seniority will be ~~considered~~ **honored** when making work assignments for drivers **with a minimum of two (2) years of seniority** not holding a bid route. Prior to a driver not holding a bid route being forced to move, **to prevent service failures**, management will meet with the driver and Union steward to review that all reasonable efforts have been exhausted to have the open vacancy covered. When business allows, the Company will cross-train drivers not holding a bid route.

Disputes arising from the above-mentioned paragraph shall be handled by the Business Agent and the District Labor Manager. Any disputes still not resolved by the above-mentioned process will be brought directly before the S.R.A.P.G.C. Co-Chairs for resolution.

Should the annual vacation and option schedule for a center justify the need for additional full-time package drivers, the Employer agrees to bid and hire if necessary additional permanent full-time drivers for this need.

(B) The Employer shall designate delivery routes in all centers and they will be bid, by center, as stated in Section 6 (a) on the first Monday in February of ~~2020~~ **2024** and the first Monday in February of ~~2022~~ **2026**. Qualified package drivers will bid all the routes in their center. Package drivers will be on their bid area no later than May 1st of each bid year.

Following the completion of these bids the following procedures shall apply.

(C) (No change)

(D) All bids shall be posted and contain a description of the delivery route and the delivery loop or loops contained in that route. The geographical description will include the North, South, East, and West boundaries and where applicable border street names, number breaks, and odd and even designation(s) if necessary. **The boundary areas cannot overlap, with the exception of locations that have multiple drivers that deliver and/or pick up at the same location(s).** The driver will work within the delivery route, but it is understood that daily adjustments may be made as necessary. A driver may be required to perform work in adjacent delivery routes as long as seventy percent (70%) of the work performed is within their defined bid route. A driver may also be required to perform work on the way to and from their delivery route.

Should there be a permanent change of more than thirty percent (30%) of the ~~delivery~~ stops in a package car driver's bid route, the driver affected may elect to displace a junior package driver. A permanent change in a route is defined as occurring over a thirty (30) consecutive working day period. Employee moves of this nature shall be limited to four (4)

moves with the Company filling the fourth (4th). If no unassigned driver accepts the opening, the Employer will assign it to the junior unassigned driver.

(E) ~~A permanent new job for the purpose of this Section shall be one that has been in existence for a period of thirty (30) consecutive working days. Pending the job becoming permanent~~ **(defined as routes dispatched four (4) or more days per week for six (6) consecutive weeks excluding the months of November and December) shall be bid within** ~~and the operations of the job selection procedure; T~~**he Employer shall have the right to assign any unassigned package driver based on seniority order per Section A above** to perform the work on a temporary basis: **until the bid is completed.**

(F) (No change)

(G) (No change)

(H) (No change)

(I) (No change)

(J) Copies of all completed bid sheets shall be sent to the Local Union by certified mail, **or if mutually agreed to with the Local Union in writing by electronic mail (e-mail).**

(K) (No change)

(L) As outlined in Article 11 of the National Master Agreement, the following workweek selections will be bid within forty-two (42) days upon ratification of the 2023 Agreement.

All 22.4 employees will be reclassified/converted to a RPCD and will have a seniority date in the RPCD classification based on their original 22.4 full-time seniority date.

All drivers will have the opportunity to select a five (5) consecutive day workweek, either Monday through Friday or Tuesday through Saturday, based on seniority and positions available. Drivers hired as RPCDs before August 1, 2019 will not be forced on a Tuesday through Saturday schedule, but shall have the right to bid such schedule.

All drivers holding a bid route shall perform their bid work as outlined in this Article.

After the initial bid, the workweek will be bid annually in February of each calendar year and the Article 48 bid process shall be followed.

Any employee required to change their workweek will be given a ten (10) working day notice of the change, with a shop steward present. Any changes will be implemented within the next ten (10) working days.

The workweek and route bids will be separate bids.

The Company will post an interest list indicating the number of Monday through Friday and Tuesday through Saturday drivers needed. RPCDs that were hired as a RPCD before August 1, 2019 will have the first opportunity to select their desired schedule in seniority order. Any remaining open Tuesday through Saturday positions will be offered to the remaining RPCDs in seniority order. If the Tuesday through Saturday scheduling needs are not met by the interest lists, any driver hired as a RPCD after August 1, 2019 shall be scheduled in reverse seniority order to fulfill the needs. If the Tuesday through Saturday scheduling needs are still not met, the parties will meet per the process outlined in Article 11, Section 1(v). If the interest list process is completed and there is an excess number of drivers on the Tuesday through Saturday schedule, the Tuesday through Saturday RPCDs will be afforded the opportunity to go to a Monday through Friday schedule.

SECTION 7 – FEEDER DRIVERS – JOB SELECTION

(A) (No change)

(B) Feeder drivers shall, in the order of their classification seniority, have the right to select starting times from the schedule posted in the Center. Feeder drivers may also select feeder paths at the annual bid, ~~when more than one feeder driver starts at the same time.~~ The Company will also post the schedule codes and definitions of the primary all runs. ~~When only one (1) feeder driver starts at a given time, the Employer will inform the feeder driver of the feeder path.~~ Such selection, in the event there are no vacancies or openings, during the bid year, will be held until the schedule is posted the following March. Employees do not have the right to select any specific unit or load except choice of doubles or singles.

(C) (No change)

(D) (No change)

1. (No change)

2. (No change)

3. (No change)

4. (No change)

5. (No change)

6. (No change)

7. (No change)

(a) (No change)

(b) (No change)

(c) Or if the employee elects to perform part-time work, ~~his/her~~ they may displace two (2) part-time employees (the junior employee per shift) provided ~~his/her~~ their is qualified and ~~has~~ they have more overall Company seniority. An employee on a layoff (lasting less than ~~seven (7)~~ ten (10) working days) shall receive their regular wages and benefits. An employee on layoff (lasting more than ~~seven (7)~~ ten (10) working days) shall receive appropriate wages and benefits for the job performed based on their seniority. However, the Employer shall continue to make contributions to their regular Health, Welfare, Pension.

(d) (No change)

8. (No change)

9. Copies of all completed bid sheets shall be sent to the Local Union by certified mail, or if mutually agreed to with the Local Union in writing by electronic mail (e-mail).

10. (No change)

(E) Feeder Driver Training Program

1. The Employer will post a feeder driver trainee list and will state the number of employees needed for this training. No new list will be posted until the number on the original list has been satisfied. Full-time employees who are interested in qualifying shall sign the above list. Such employees, ~~except Automotive and Maintenance mechanics,~~ in seniority order, will be permitted to attend, on their own time, the Employer's training program which will be established periodically when the Employer determines there is a need to qualify additional tractor-trailer drivers. A good driving record and the employee not having an avoidable accident during the preceding year are prerequisites for such training provided the employee has secured all the appropriate state and/or Federal Licensing (CDL) permits prior to attending the tractor-trailer

qualifying school. The Employer agrees to furnish the instructors and necessary equipment. The company will furnish qualification sheets to the Local Union upon request.

2. In a metropolitan area with more than one (1) Center, full-time employees, ~~other than Automotive and Maintenance Mechanics,~~ interested in qualifying as tractor-trailer drivers may apply for the Employer's training program in another Center providing:

(a) (No change)

(b) (No change)

3. (No change)

4. (No change)

5. (No change)

(a) (No change)

(b) (No change)

(c) (No change)

1. Present employees in the ~~package driver~~ **full-time** classification who can meet the requirements: **in accordance with Article 48, Section 7(E).**

2. Present part-time employees who must meet the same requirements as an outside hire. These employees will operate under the same stipulations as a temporary cover driver. **A part-time backup feeder driver who attains one hundred fifty-six (156) reports performing feeder work will receive full-time vacation credit, option, holidays and benefits as a TCD receives as outlined in Article 49, Section 7.**

~~(F)~~**(a)** New temporary feeder runs scheduled for a week or more during the months of November and December will be offered to feeder drivers in seniority order before being filled by outside hire. This will be done on a weekly basis and posted on bulletin boards.

The runs will be posted ~~one (1)~~ **two (2) times only. Once by the end of October and once by the end of November.** ~~and~~ **Except for these bids,** the driver will stay on that run for the duration of the temporary run. The run vacated by a seniority feeder driver will be filled by the Employer.

~~(G)~~**(b)** When a permanent vacancy occurs in the feeder classification and there are no full-time employees to fill the vacancy, the Employer will offer the opening to part-time employees, who can qualify before hiring from the outside. Any part-time employee wishing to fill a feeder vacancy must meet the same criteria as someone hired from the outside. A copy of these qualifications will be provided to the Local Union upon request.

~~(H)~~**(c)** All package car drivers pre-qualified to be a feeder driver and having worked as a backup feeder driver for at least one (1) year and employed in a Center in which feeder jobs will not be available may notify the Employer in writing of their desire to become a feeder driver in another Center or hub within the Local Union's jurisdiction and will be given the opportunity to fill open feeder bids in seniority order prior to the Employer hiring from the street. Such moves shall be permanent, and the employee shall not be permitted to return to the original Center. The employee will be added to the appropriate seniority list as the least senior employee in that classification in the new Center. The move will be at the expense of the employee and will not be covered under the Change of Operation language.

SECTION 8 – FULL-TIME EMPLOYEES INSIDE EMPLOYEES - JOB SELECTION

(A) (No change)

(B) (No change)

(C) (No change)

(D) (No change)

(E) (No change)

(F) Full-time inside employees with one (1) or more years of seniority who are interested in moving into other classifications shall so notify the Employer. Such employees in seniority order will be permitted to move when a new permanent job or vacancy occurs in such classifications in the Center or building, provided the employee is qualified to perform the job. The employee awarded the job must successfully complete a thirty (30) working day training period at which time ~~his/her~~ **they** will be added to the Center seniority list with a date of the first day worked in the new classification. Years of service credit will be retained for fringe benefits.

Inside employees who bid to other classifications and fail to qualify shall not be eligible to move up again for ~~one (1) year~~ **six (6) months** from the date of disqualification in that classification.

(G) (No change)

SECTION 9 – OPENING AND CLOSING OF CENTERS OR HUBS

(A) (No change)

(B) (No change)

(C) (No change)

(D) (No change)

1. (No change)

2. (No change)

3. (No change)

(E) (No change)

(F) (No change)

(G) (No change)

(H) (No change)

(I) (No change)

SECTION 10 – 22.3 COMBINATION EMPLOYEES

Seniority Rosters/Postings

(A) (No change)

(B) The Employer shall designate starting times and sorts by classification and there will be a one (1) time bid on the first Monday of March ~~2019~~ **2024**. Qualified employees by classification shall bid within their classification by seniority. Employees must be pre-qualified on their own time.

(C) (No change)

(D) (No change)

(E) When a permanent vacancy or permanent new job becomes open the Employer shall post it for bid on the first (1st) Monday following it becoming open for a period of ten (10) working days. Only those employees in the classification shall bid. The Employer will fill the fourth (4th) opening which results from the above procedure as per Article 48, Sections 6, 7 and 8, and then Article 49, Section 2. The employee awarded the job must successfully complete a thirty (30) working day qualifying period (unless previously qualified in the last thirty-six (36) months).

(F) (No change)

(G) (No change)

1. (No change)

2. May displace the junior full-time employee in any other classification or part-time work.

If the employee elects to perform package-driving work, ~~his/her~~ they must qualify (unless previously qualified in the last ~~thirty-six (36)~~ **forty-eight (48)** months) by completing a thirty (30) day qualifying period.

If the employee elects to perform part-time work, he/she must displace two (2) part-time employees if available.

When an employee works two (2) part-time shifts, ~~his/her~~ they shall receive the appropriate guarantee of eight (8) hour's work for the day. If only one (1) shift is available, the employee will be guaranteed four (4) hours of work if the work exists.

In any case, the employee must be qualified to perform the work, have more seniority than the displaced employee and if it is a temporary layoff be available for ~~his/her~~ their next regularly scheduled job.

The Employer shall continue to make contributions to their regular full-time health, welfare and pension.

At the conclusion of the layoff, the laid off employees shall be returned to work in seniority order within their classification.

Years of service credit will be retained for fringe benefits.

Employees will be paid in accordance with Article 40 and Article 41 of the National Master United Parcel Service Agreement.

Laid off full-time employees who are pre-qualified will cover all absences and vacations for combo jobs prior to utilizing part-time employees.

(H) Meal Period – Refer to Article 54.

(No change)

(I) (No change)

~~SECTION 11 22.4 COMBINATION FULLTIME PACKAGE DRIVER~~

~~(A) Seniority will be on a center basis and by job classification. Fulltime 22.4 combination employees will be on a separate seniority list. When selecting vacations, 22.4 employees will select with the regular full-time package drivers.~~

~~(B) Qualified employees by classification shall bid within their classification by seniority. The bid shall contain the job content, start time and the five (5) consecutive days to be worked. These jobs shall be bid at the same time as outlined in Article 48 Section 6 (B).~~

~~(C) In the event of a start time change of one (1) hour or more, employees in that classification shall be permitted to select such new start times in the order of seniority. In the event no employee selects such new start time, the least senior employee in the classification will be required to fill it.~~

~~(D) When a permanent vacancy or permanent new job becomes open the Employer shall post it for bid on the first (1st) Monday following it becoming open for a period of ten (10) working days. Only those employees in the classification shall bid.~~

~~The Employer will fill the fourth (4th) opening which results from the above procedure as per Article 48, Sections 6, 7 and 8, and Article 49, Section 2. The employee awarded the job must successfully complete a thirty (30) working day qualifying period (unless previously qualified in the last thirty six (36) months).~~

~~The employee awarded the job must successfully complete a thirty (30) working day probationary period, at which time he/she will be added to the appropriate seniority list with a date of the first day worked in the new classification. Years of service credit will be retained for fringe benefits. 22.4 employees will not be allowed to bid while in their thirty (30) day qualifying/probationary period. 22.4 employees that have not been in their current position for at least six (6) months shall not be allowed to bid into another job unless this bid would afford them a higher earning capacity.~~

~~(E) In the event of layoff of both portions of the combination job, the affected employee has the right to exercise his/her seniority in the following manner:~~

- ~~1. Must displace the junior employee within their regular classification.~~
- ~~2. May displace the junior full-time employee in any other classification or part-time work.~~

~~If the employee elects to perform part-time work, he/she may displace two (2) part-time employees if available.~~

~~When an employee works two (2) part-time shifts, he/she shall receive the appropriate guarantee of eight (8) hours work for the day. If only one (1) shift is available, the employee will be guaranteed four (4) hours of work if the work exists.~~

~~In any case, the employee must be qualified to perform the work, have more seniority than the displaced employee and if it is a temporary layoff be available for his/her next regularly scheduled job.~~

~~The Employer shall continue to make contributions to their regular full-time health, welfare and pension.~~

~~At the conclusion of the layoff, the laid-off employees shall be returned to work in seniority order within their classification.~~

~~Years of service credit will be retained for fringe benefits.~~

~~Laid-off full-time employees who are pre-qualified will cover all absences and vacations for combo jobs prior to utilizing part-time employees.~~

~~(F) Meal Period—Refer to Article 54 (D & E).~~

~~(G) A qualified TCD that bids into an Article 22.4 job will maintain their TCD rate of pay (eighty-five (85%) of the prevailing rate of a PCD) when entering this job. While in progression, these employees will receive eighty five percent (85%) of the general wage increases (GWI) specified in Article 41. At the end of the forty eight (48) months progression the employee will go to the current top rate of pay.~~

~~(H) Except as outlined in this section no 22.4 bid employee shall displace the work performed by a 22.3 employee as outlined in Article 48 Section 10.~~

~~(I) No Article 22.4 employee shall work if a regular package car driver(s) are on layoff.~~

ARTICLE 49 - PART-TIME EMPLOYEES

SECTION 1

(A) (No change)

(B) (No change)

(C) (No change)

(D) (No change)

(E) (No change)

(F) (No change)

SECTION 2 – POOL BID - PART-TIME TO FULL-TIME

(A) Part-time seniority employees who want to transfer to full-time jobs shall sign the full-time transfer list which shall be posted for a period of ten (10) working days prior to the end of each quarter. This list shall be in effect for each quarter following the posting period at which time a new full-time transfer list shall be posted. Employees wishing to transfer must place their name on each newly posted list to remain eligible. The completed transfer list shall be sent to the Local Union by certified mail- **or if mutually agreed to with the Local Union in writing by electronic mail (e-mail).**

An employee who was not eligible to sign the list during the ten (10) working day posting, but becomes eligible during that quarter, may notify the Company in writing within five (5) working days of eligibility of their desire to be added to the list and be dovetailed by seniority into the list.

(B) (No change)

1. (No change)

2. (No change)

3. (No change)

4. (No change)

5. (No change)

6. (No change)

7. Employees (other than feeders when attending driver training school will be paid at the current rate of pay for the job in which they are training.

SECTION 3 – PART-TIME RELIEF PERIODS

Part-time employees will be guaranteed ten (10) minutes relief period each work shift. The relief period may not start before the end of the first (1st) hour and must be completed by the end of the third (3rd) hour. When a single sort exceeds six (6) hours, employees will be entitled to an additional ten (10) minute relief period- **which will be taken within thirty (30) minutes after the sixth (6th) hour.**

SECTION 4 – CLASSIFICATION BIDDING

(No change)

SECTION 5 – PART-TIME SHIFT BIDDING

(A) (No change)

(B) (No change)

(C) (No change)

(D) (No change)

(E) If no one within the classification bids the open position such position will be filled from the pool bid of employees, ~~that allows part-time employees to move to a higher rated classification.~~

(F) (No change)

SECTION 6 – PART-TIME LAY-OFF PROCEDURE

The following rules will govern the displacement of a junior seniority part-time employee by a senior part-time employee who is laid off:

~~1. The layoff must be permanent actually exceeding one (1) week.~~

~~2.~~ **1.** The laid off employee may displace any junior part-time employee in the building. This procedure will be limited to four (4) moves with the Employer filling the fourth (4th).

~~3.~~ **2.** The laid off employee must be qualified to perform the work.

~~4.~~ **3.** The employee must return to ~~his/her~~ **their** original position when work is available.

~~5.~~ **4.** The employees may take layoff instead of displacing a junior employee, until their job returns, such selection shall be made in writing, ~~prior to the end of the one (1) week layoff.~~

SECTION 7 – PART-TIME COVER DRIVER

(No change)

ARTICLE 50 - MAINTENANCE OF STANDARDS

(No change)

ARTICLE 51 -- GRIEVANCE

SECTION 1

The Union and the Employer agree that there shall be no strikes, lockout, tie-up or legal proceedings without first using all possible means of a settlement provided for in this Agreement, of any controversy which might arise.

The Local Union further agrees that, if employees engage or participate in an unsanctioned strike, stoppage, slowdown of work, picketing or work interference of any form or kind for any reason whatsoever, then the Local Union, upon receiving notice thereof, will, in a good faith effort to terminate such activity, immediately contact the employees involved (strikers,

those picketing) and instruct them to return to work at once. The failure of the Local Union to so act after due notice, will be construed to mean that the Local Union sanctioned or condoned the action of the employees.

The Union and its members individually and collectively agree that if there is any strike, stoppage, slowdown of work, picketing, or work interference of any form or kind, for any reason whatsoever during the term of this Agreement, the Employer may discharge, or otherwise discipline any employee or employees who may participate, instigate, actively support, or give leadership to such activity.

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

Grievance procedures may be invoked only by authorized Union Representatives or the Employer.

In the event of any grievance, complaint, or dispute it shall be handled in the following manner:

1. The employee shall report it to the employee's shop steward in writing within five (5) working days. The steward shall provide the Employer with a copy of the grievance and attempt to adjust the matter with the supervisor within forty-eight (48) hours. **The designated Union Steward and the designated Company supervisor will also schedule a minimum of one (1) meeting per week to attempt to resolve and settle grievances. Both the designated Union Steward and Company supervisor will have full authority to resolve and settle all grievances.**

2. (No change)

3. (No change)

4. (No change)

SECTION 2 – GRIEVANCE COMMITTEE - S.R.A.P.G.C.

(A) (No change)

(B) (No change)

(C) A grievance to be heard by the S.R.A.P.G.C. must be put in writing and submitted to the Secretary within ten (10) days, unless otherwise agreed to before meeting of the Joint Area Grievance Committee. The parties further agree that no grievance or grievances shall be discussed except those which have been received by the Secretary of the S.R.A.P.G.C. within ten (10) days prior to the date of the meeting of the S.R.A.P.G.C. It is agreed that there shall be a maximum of three (3) representatives of the Union and 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 S.R.A.P.G.C.

The parties agree to appoint an impartial “sitting” arbitrator to the S.R.A.P.G.C. Deadlock Committee panel. This arbitrator shall have the authority to hear grievances on discharge and intent to discharge cases only, and any points of order associated with those cases. Notwithstanding any other provision in the Agreement, the Company agrees it will not submit any performance/productivity cases to the impartial arbitrator and further agrees that such cases shall be governed by the same process as language interpretation cases. The impartial arbitrator will be selected as outlined in the S.R.A.P.G.C. Rules and Procedures and will sit as a panel member of the S.R.A.P.G.C. Deadlock Committee and shall render a bench decision on all discharge and intent to discharge cases, and any points of order associated with those cases heard at the S.R.A.P.G.C. Deadlock Committee. In points of order cases, the point of order shall be heard and ruled on first. It is agreed that the impartial arbitrator shall have the authority to apply the provisions of this agreement and to render a decision on any grievance coming before them but shall not have the authority to amend or modify this agreement or establish any new terms or conditions under this Agreement. It is understood by the parties there will be an implementation period of no later than August 1, 2024.

The decision of the majority of the panel hearing the case, **or sitting Arbitrator**, shall be binding on all parties. Decisions reached at each step of the grievance procedure including the Supervisor-Steward level shall be final and binding. The

S.R.A.P.G.C. or the Arbitrator shall be empowered to determine whether there was good cause for the disciplinary action by the Employer, up to and including discharge.

(D) (No change)

(E) (No change)

(F) On discharge and intent to discharge cases only, an impartial arbitrator, one (1) from a panel of three (3), will sit as a panel member of the S.R.A.P.G.C. Deadlock Committee and shall render a bench decision on all discharge and intent to discharge cases. Individual arbitrators are subject to review and dismissal by either party upon a thirty (30) day notice and will be replaced. However, the present arbitrator will remain as a panel member until a replacement is designated.

SECTION 3

With the exception of a grievance that is resolved by the sitting Arbitrator described in Section 2 above, if any grievance or dispute cannot be satisfactorily settled by a majority decision of the panel of the S.R.A.P.G.C. and Deadlock Panel, then the grievance shall be submitted to an arbitrator through the Federal Mediation and Conciliation Service by either or both parties within five (5) days. It is agreed that the Arbitrator is empowered to hear and decide the deadlock case 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, **including the sitting Arbitrator described in Section 2 above,** shall have the authority to apply the terms of this 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. The Employer and Union will decide on the use of attorneys to present their cases to the Arbitrator at the time of selection of the Arbitrator. The decision to use attorneys will be at the sole discretion of the Local Union- ; **provided, however, that the parties agree that attorneys shall not be used to present cases to the sitting Arbitrator described in Section 2 above.** The cost of the arbitration 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 52 – DISCHARGE OR SUSPENSION

(A) The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of a complaint against such employee to the employee, in writing, and a copy of the same to the Local Union, except that no warning notice need be given to an employee before discharge if the cause of such discharge is dishonesty (**Failure to follow methods, procedures, instructions and/or an employee's failure to accurately recall details during any investigatory interview shall not by itself be considered dishonesty**), drinking of or under the influence of alcoholic beverage or narcotics, including hallucinogens while on duty, carrying or permitting the carrying of drugs or narcotics on ~~his/her~~ **their** person, or equipment, that is prohibited by State or Federal Law (including meal period), recklessness resulting in a serious accident while on duty, an avoidable runaway accident, failure to report an accident, carrying of unauthorized passengers while on the job, or engaging in unprovoked physical violence on Company property or while on duty.

The warning notice as herein provided shall be given to the employee with a copy to the Union within ten (10) working days of said complaint or within ten (10) working days of knowledge of said complaint and shall not remain in effect for a period of more than nine (9) months from date of said warning notice.

(B) (No change)

(C) (No change)

(D) Each employee has the right to examine ~~his/her~~ **their** Center personnel files upon request on ~~his/her~~ **their** own time and shall receive copies of any documents in their files upon request with the understanding that the employee is responsible for all administrative and copy expenses. The time spent to review the files will be mutually agreed upon.

ARTICLE 53 – UNIFORM

The Employer agrees that if any employee is required to wear any kind of uniform as a condition of ~~his/her~~ **their** continued employment, such uniform except shirts shall be furnished and maintained by the Employer free of charge.

Each seniority employee shall be entitled to a maximum of ten (10) shirts, five (5) of which shall be "winter" shirts, and five (5) of which shall be "summer" shirts. When a shirt becomes worn it will be turned in and replaced by a new shirt.

These shirts will be maintained by the employee.

Effective May 1, 1994, short uniform trousers will be provided as an option for package and tractor-trailers at no cost to the employee. Such shorts may only be worn in compliance with uniform and appearance standards established by the Employer.

Rain gear will be available for those employees assigned to moving vehicles on the Employer's premises.

The Employer has the right to establish and maintain reasonable standards concerning personal grooming and appearance and the wearing of uniforms and accessories.

~~It is agreed that each employee shall put on his/her uniform before reporting for duty and shall remove his/her uniform after being relieved from duty each day.~~ It is agreed that the time spent in putting on and taking off his/her uniform shall not be paid for by the Employer.

Rubber boots will be made available for car washers.

Full-time and part-time inside employees who do not meet the public, and who are not required to wear a uniform, will be permitted to wear shorts at work provided said shorts meet the Employer's Appearance and Safety Standards. Likewise, full-time and part-time inside employees whose primary job responsibility involves the handling and processing of packages, will be provided with a work apron upon request.

ARTICLE 54 – MEAL PERIOD

(A) The employee shall be entitled to and required to take a meal period of one (1) hour **except as listed below**. Failure to take and properly record the required meal period may be cause for disciplinary action.

(B) (No change)

(C) Meal Period - Feeder: Feeder drivers shall not be required to take more than thirty (30) minutes of their meal period at any turn point. Feeder drivers will be allowed thirty (30) minutes of their meal period to be taken in route while on the road. Such thirty (30) minutes may be split at the designation of the Employer.

Feeder drivers on local CPU runs by mutual agreement with management may take a meal period of no less than thirty (30) minutes and no more than one (1) hour, unless prohibited by State or Federal law.

(D) Meal Period - Package: Package drivers ~~and 22.4 employees~~ with less than three (3) hours of inside work will be allowed to take their meal period in no more than three (3) increments at their option provided ~~the entire meal period~~ **no more than fifteen (15) minutes** is taken ~~by~~ **after** the eighth (8th) hour of duty.

Additionally, package drivers on a daily basis and at their discretion may select a meal period of no less than thirty (30) minutes and no more than one (1) hour, unless prohibited by State or Federal Law.

(E) Meal Period – Air & Air Combination ~~and 22.4 employees~~ with more than three (3) hours of inside work, and where practical will complete their meal period by the eighth (8th) hour of duty, providing service commitments are not jeopardized. In the event there is an alleged abuse of the meal period, the Company and the Union will meet in an effort to resolve the alleged abuse in an expeditious manner.

ARTICLE 55 – EQUIPMENT

Effective January 1, 1978, all tractor-trailer equipment placed in service shall be equipped with air conditioning. Three years from January 1, 1978, all other tractor-trailer equipment shall be equipped with air conditioning. Refer to Article 18 of the National Master Agreement.

ARTICLE 56 – PAY PERIOD

All regular employees covered by this Agreement shall be paid in full each week. No more than two (2) weeks' pay shall be held on an employee. In areas where only one (1) week is held, this practice shall continue unless otherwise mutually agreed. The Employer may change from the present one (1) week withheld to two (2) weeks by giving proper notice to the involved employees and the Local Union, and then withhold one (1) additional day each week until the maximum of two (2) weeks is withheld.

The Union and Employer may, by mutual agreement, provide for semi-monthly pay periods. Each employee shall be provided with a statement of total hours, divided into straight time and overtime, and gross earnings and an itemized statement of all deductions made for any purpose. All checks will be in individual envelopes.

Wages for the properly selected vacations, in all instances, will be paid to the employees no later than the workday prior to their vacation. Each vacation week will be paid by a singular check or deposit when the vacation is taken as scheduled. If the employee does not receive his/her vacation or regular check, the Employer will make all reasonable efforts to provide the check the following day including delivery by Saturday or Next Day Air. Shortages involving more than ~~forty dollars (\$40)~~ fifty-dollars (\$50.00) for full-time employees and ~~twenty dollars (\$20)~~ (twenty-five (\$25.00) dollars) for part-time employees, will be corrected the next workday and will be paid per Article 17. All other errors will be corrected on the following weekly paycheck.

All monetary grievance settlements will be ~~satisfied~~ paid within ten (10) working days. ~~two (2) weeks of the settlement date where practical.~~

The Company shall give written notice, via the deduction form, to the employee with a shop steward present of any intent to deduct monies. The employee will have the opportunity to file a grievance and no deductions will take place until the grievance procedure is invoked and concluded. If it is determined at any step of the grievance procedure that the intent to deduct monies is proper, the employee, shop steward and the employer will agree to a reasonable repayment schedule in writing. (This does not apply to other deductions/garnishments as outlined in the contract).

Violations of this Article will be subject to Article 17 of the National Master.

ARTICLE 57 – CALL-IN TIME AND REPORT GUARANTEE

(No change)

ARTICLE 58 – HOURS OF WORK AND OVERTIME

SECTION 1 – HOURS OF WORK AND OVERTIME

(A) (No change)

(B) (No change)

The guarantee shall not apply:

1. (No change)

2. When there are conditions beyond the Employer's control such as fire, flood, destruction, strikes, snow storm or Acts of God, and these conditions cause a curtailment of all or part of an Employer's operation. However, if an employee is not

notified that the facility/building is not operating and reports, they will be paid their daily guarantee. Unless requested by an employee, no paid entitlement(s) will be used for any conditions listed in this paragraph, when that employee's operation is not operating.

3. (No change)

SECTION 2 – OVERTIME APPLICATION

(No change)

SECTION 3 – COMPENSATION FOR WORK IN DIFFERENT CLASSIFICATIONS

(No change)

ARTICLE 59 – WAGES

SECTION 1 – FULL-TIME WAGE INCREASES

All full-time employees who have attained seniority as of August 1, ~~2018~~ **2023** will receive the following general wage increases for each contract year. The total wage increase for each year will be as follows:

~~2018-2023~~ ~~seventy cents (\$0.70)~~ **two dollars and seventy-five (\$2.75)**
~~2019-2024~~ ~~seventy five cents (\$0.75)~~ **seventy-five (\$0.75)**
~~2020-2025~~ ~~eighty cents (\$0.80)~~ **seventy-five (\$0.75)**
~~2021-2026~~ ~~ninety cents (\$0.90)~~ **one dollar (\$1.00)**
~~2022-2027~~ ~~one dollar (\$1.00)~~ **two dollars and twenty-five (\$2.25)**

SECTION 2 – FULL-TIME WAGE PROGRESSION

See Article 41, Section 2 for Full-Time Wage Progression.

SECTION 3 – FULL-TIME INSIDE WAGE PROGRESSION

See Article 41, Section 3 for Full-Time Inside Wage Progression.

EFFECTIVE RATE INCREASES

~~8/1/18~~ **8/1/23**

DOES NOT INCLUDE NEGOTIATED COLA INCREASES

| CLASSIFICATION | 8/1/18 | 7/31/23 | 8/1/23 |
|--|---------------|----------------|---------------|
| Package Pickup & Delivery Drivers, Feeder Drivers, Sorters and any combination of these jobs | 36.91 | 41.51 | 44.26 |
| Tractor-Trailer Drivers, alone or in combination w/above | 37.01 | 41.61 | 44.36 |
| Tractor-Trailer Doubles - less than 40' | 37.46 | 42.06 | 44.81 |
| Tractor-Trailer Doubles - 40' or more | 37.81 | 42.41 | 45.16 |
| Inside Sorters - Full-time | 36.91 | 41.51 | 44.26 |
| Loader/Unloader, Belt Man - Full-time | 36.66 | 41.26 | 44.01 |
| Car Washers - Full-time | 36.00 | 40.6 | 43.35 |
| Shifter, Full-time – Yard | 36.10 | 40.70 | 43.45 |
| Shifter, Full-time - Road Qualified | 37.01 | 41.61 | 44.36 |
| Porters - Full-time | 36.00 | 40.60 | 43.35 |
| Automotive & Maintenance Mechanics | | | |
| Class (A) | 37.12 | 41.72 | 44.47 |
| Class (B) | 36.98 | 41.58 | 44.33 |
| Partsman (A) | 36.91 | 41.51 | 44.26 |

| | | | |
|--|------------------|------------------|------------------|
| Partsman (B) | 36.71 | 41.31 | <u>44.06</u> |
| Automotive Mechanic - Part-time in a Single Center Operation | 37.18 | 41.78 | <u>44.53</u> |
| Driver Helper - Hired prior to 7/5/82 | 35.13 | 39.73 | <u>42.48</u> |
| Primary Part-time Sorter - Hired Prior to 7/5/82 | 35.38 | 39.98 | <u>42.73</u> |
| Part-time Employee - Hired prior to 7/5/82 | 35.13 | 39.73 | <u>42.48</u> |
| Article 22.4 Full Time Combination Driver | 31.34 | 35.91 | 38.66 |

Package car drivers who pull a trailer (TP-60) will receive ~~ten (.10)~~ **twenty (.20)** cents per hour above their normal hourly rate for the entire day.

Hazardous responders will receive an additional \$1.00 per hour above their normal hourly rate for the entire day.

EFFECTIVE RATE INCREASES
8/1/19 24
DOES NOT INCLUDE NEGOTIATED COLA INCREASES

| CLASSIFICATION | 8/1/19 | 8/1/24 |
|--|------------------|--------|
| Package Pickup & Delivery Drivers, Feeder Drivers, Sorters and any combination of these jobs | 37.66 | 45.01 |
| Tractor-Trailer Drivers, alone or in combination w/above | 37.76 | 45.11 |
| Tractor-Trailer Doubles - less than 40' | 38.21 | 45.56 |
| Tractor-Trailer Doubles - 40' or more | 38.56 | 45.91 |
| Inside Sorters - Full-time | 37.66 | 45.01 |
| Loader/Unloader, Belt Man - Full-time | 37.41 | 44.76 |
| Car Washers - Full-time | 36.75 | 44.10 |
| Shifter, Full-time – Yard | 36.85 | 44.20 |
| Shifter, Full-time - Road Qualified | 37.76 | 45.11 |
| Porters - Full-time | 36.75 | 44.10 |
| Automotive & Maintenance Mechanics | | |
| Class (A) | 37.87 | 45.22 |
| Class (B) | 37.73 | 45.08 |
| Partsman (A) | 37.66 | 45.01 |
| Partsman (B) | 37.46 | 44.81 |
| Automotive Mechanic - Part-time in a Single Center Operation | 37.93 | 45.28 |
| Driver Helper - Hired prior to 7/5/82 | 35.88 | 43.23 |
| Primary Part-time Sorter - Hired Prior to 7/5/82 | 36.13 | 43.48 |
| Part-time Employee - Hired prior to 7/5/82 | 35.88 | 43.23 |
| Article 22.4 Full Time Combination Driver | 32.09 | |
| | | |

Package car drivers who pull a trailer (TP-60) will receive ~~ten (.10)~~ **twenty (.20)** cents per hour above their normal hourly rate for the entire day.

Hazardous responders will receive an additional \$1.00 per hour above their normal hourly rate for the entire day.

EFFECTIVE RATE INCREASES
8/1/~~20~~25
DOES NOT INCLUDE NEGOTIATED COLA INCREASES

| CLASSIFICATION | 8/1/20 | 8/1/25 |
|--|--------|--------|
| Package Pickup & Delivery Drivers, Feeder Drivers, Sorters and any combination of these jobs | 38.46 | 45.76 |

| | | |
|--|-------|-------|
| Tractor-Trailer Drivers, alone or in combination w/above | 38.56 | 45.86 |
| Tractor-Trailer Doubles - less than 40' | 39.01 | 46.31 |
| Tractor-Trailer Doubles - 40' or more | 39.36 | 46.66 |
| Inside Sorters - Full-time | 38.46 | 45.76 |
| Loader/Unloader, Belt Man - Full-time | 38.21 | 45.51 |
| Car Washers - Full-time | 37.55 | 44.85 |
| Shifter, Full-time – Yard | 37.65 | 44.95 |
| Shifter, Full-time - Road Qualified | 38.56 | 45.86 |
| Porters - Full-time | 37.55 | 44.85 |
| Automotive & Maintenance Mechanics | | |
| Class (A) | 38.67 | 45.97 |
| Class (B) | 38.53 | 45.83 |
| Partsman (A) | 38.46 | 45.76 |
| Partsman (B) | 38.26 | 45.56 |
| Automotive Mechanic - Part-time in a Single Center Operation | 38.73 | 46.03 |
| Driver Helper - Hired prior to 7/5/82 | 36.68 | 43.98 |
| Primary Part-time Sorter - Hired Prior to 7/5/82 | 36.93 | 44.23 |
| Part-time Employee - Hired prior to 7/5/82 | 36.68 | 43.98 |
| Article 22.4 – Full Time Combination Driver | 32.89 | |

Package car drivers who pull a trailer (TP-60) will receive ~~ten (.10)~~ **twenty (.20)** cents per hour above their normal hourly rate for the entire day.

Hazardous responders will receive an additional \$1.00 per hour above their normal hourly rate for the entire day.

EFFECTIVE RATE INCREASES
8/1/~~21~~**26**
DOES NOT INCLUDE NEGOTIATED COLA INCREASES

| CLASSIFICATION | 8/1/21 | 8/1/26 |
|--|--------|--------|
| Package Pickup & Delivery Drivers, Feeder Drivers, Sorters and any combination of these jobs | 39.36 | 46.76 |
| Tractor-Trailer Drivers, alone or in combination w/above | 39.46 | 46.86 |
| Tractor-Trailer Doubles - less than 40' | 39.91 | 47.31 |
| Tractor-Trailer Doubles - 40' or more | 40.26 | 47.66 |
| Inside Sorters - Full-time | 39.36 | 46.76 |
| Loader/Unloader, Belt Man - Full-time | 39.11 | 46.51 |
| Car Washers - Full-time | 38.45 | 45.85 |
| Shifter, Full-time – Yard | 38.55 | 45.95 |
| Shifter, Full-time - Road Qualified | 39.46 | 46.86 |
| Porters - Full-time | 38.45 | 45.85 |
| Automotive & Maintenance Mechanics | | |
| Class (A) | 39.57 | 46.97 |
| Class (B) | 39.43 | 46.83 |
| Partsman (A) | 39.36 | 46.76 |
| Partsman (B) | 39.16 | 46.56 |
| Automotive Mechanic - Part-time in a Single Center Operation | 39.63 | 47.03 |
| Driver Helper - Hired prior to 7/5/82 | 37.58 | 44.98 |
| Primary Part-time Sorter - Hired Prior to 7/5/82 | 37.83 | 45.23 |

| | | |
|--|-------|-------|
| Part-time Employee - Hired prior to 7/5/82 | 37.58 | 44.98 |
| Article 22.4 Full Time Combination Driver | 33.79 | |

Package car drivers who pull a trailer (TP-60) will receive ~~ten (.10)~~ **twenty (.20)** cents per hour above their normal hourly rate for the entire day.

Hazardous responders will receive an additional \$1.00 per hour above their normal hourly rate for the entire day.

EFFECTIVE RATE INCREASES
8/1/22~~27~~
DOES NOT INCLUDE NEGOTIATED COLA INCREASES

| CLASSIFICATION | 8/1/22 | 8/1/27 |
|--|--------|--------|
| Package Pickup & Delivery Drivers, Feeder Drivers, Sorters and any combination of these jobs | 40.36 | 49.01 |
| Tractor-Trailer Drivers, alone or in combination w/above | 40.46 | 49.11 |
| Tractor-Trailer Doubles - less than 40' | 40.91 | 49.56 |
| Tractor-Trailer Doubles - 40' or more | 41.26 | 49.91 |
| Inside Sorters - Full-time | 40.36 | 49.01 |
| Loader/Unloader, Belt Man - Full-time | 40.11 | 48.76 |
| Car Washers - Full-time | 39.45 | 48.10 |
| Shifter, Full-time – Yard | 39.55 | 48.20 |
| Shifter, Full-time - Road Qualified | 40.46 | 49.11 |
| Porters - Full-time | 39.45 | 48.10 |
| Automotive & Maintenance Mechanics | | |
| Class (A) | 40.57 | 49.22 |
| Class (B) | 40.43 | 49.08 |
| Partsman (A) | 40.36 | 49.01 |
| Partsman (B) | 40.16 | 48.81 |
| Automotive Mechanic - Part-time in a Single Center Operation | 40.63 | 49.28 |
| Driver Helper - Hired prior to 7/5/82 | 38.58 | 47.23 |
| Primary Part-time Sorter - Hired Prior to 7/5/82 | 38.83 | 47.48 |
| Part-time Employee - Hired prior to 7/5/82 | 38.58 | 47.23 |
| Article 22.4 Full Time Combination Driver | 34.79 | |

Package car drivers who pull a trailer (TP-60) will receive ~~ten (.10)~~ **twenty (.20)** cents per hour above their normal hourly rate for the entire day.

Hazardous responders will receive an additional \$1.00 per hour above their normal hourly rate for the entire day.

PART-TIME EMPLOYEES

(a) Present Part-Time Employees

1) All part-time employees who have attained seniority as of August 1, 2018~~23~~ will receive the following general wage increases for each contract year, ~~but will in no case receive less than the hourly start rate specified on August 1st, 2018–2022 as set forth in b below.~~ The total wage increase for each year will be as follows:

- 2018 ~~seventy cents (\$0.70)~~
- 2019 ~~seventy five cents (\$0.75)~~
- 2020 ~~eighty cents (\$0.80)~~
- 2021 ~~ninety cents (\$0.90)~~
- 2022 ~~one dollar (\$1.00)~~

2023 two dollars and seventy-five cents (\$2.75)

2024 seventy-five cents (\$0.75)

2025 seventy-five cents (\$0.75)

2026 one dollar (\$1.00)

2027 two dollars and twenty-five cents (\$2.25)

2) Any seniority part-time employee below twenty-one dollars (\$21.00) after the application of the general wage increase shall be raised to the minimum of twenty-one dollars (\$21.00) and shall thereafter be eligible for the above general wage increase and the one-time longevity increase below.

3) After application of the GWI and the minimum twenty one dollar (\$21.00) rate, the following one-time longevity increases shall become a part of the applicable employee’s base wage rate, based on their original hire date;

Five (5) up to ten (10) years of service (YOS)-fifty cents (\$.50) per hour

Ten (10) up to fifteen (15) years of service (YOS)-one dollar (\$1.00) per hour

Over fifteen (15) years of service (YOS)-one dollar and fifty cents (\$1.50) per hour.

The applicable longevity increase will be applied for each eligible employee on August 1, 2023.

For example, if an employee’s date of hire is August 1, 2002 effective August 1, 2023 the employee will receive the two dollar and seventy-five cents (\$2.75) general wage increase and the one dollar and fifty cent (\$1.50) per hour longevity wage increase based on the accrued twenty-two (22) years of service.

(b) Newly Hired Part-time Employees

In recognition of the fact that all of the Company’s part-time jobs require skills and to eliminate the two (2) tier progression existing in prior contracts, the parties have agreed to establish one uniform hourly rate for part-time employees who would have been subject to a progression. As such aAll part-time Employees who are hired or reach seniority after August 1, 2018, ~~23~~ will be paid according to the following progression wage schedules:

Hourly Rate

| | | |
|----------------|-------|---------|
| August 1, 2018 | ————— | \$13.00 |
| August 1, 2019 | ————— | \$14.00 |
| August 1, 2020 | ————— | \$14.50 |
| August 1, 2021 | ————— | \$15.00 |
| August 1, 2022 | ————— | \$15.50 |

| | |
|---------------------------------|----------------|
| <u>Start</u> | <u>\$21.00</u> |
| <u>Twelve (12) month</u> | <u>\$21.50</u> |
| <u>Twenty -four (24) months</u> | <u>\$22.00</u> |
| <u>Thirty-six (36) months</u> | <u>\$22.50</u> |
| <u>Forty-eight (48) months</u> | <u>\$23.00</u> |

The start rate for part-time employees hired after August 1, 2027 shall be increased to twenty-three dollars (\$23.00). Employees already in progression shall be raised to twenty-three dollars (\$23.00) on August 1, 2027.

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

Part-time employees hired prior to July 2, 1982 shall be red circled at their current rates of pay and shall receive contractual wage increases as stated in (a) above.

Driver Helpers Only (October 15th through January 15th) prevailing part-time start rate per hour.

Inspection lane employees and shifters shall receive ~~twenty-five (.25)~~ **fifty (.50)** cents per hour over and above their ~~“All Other”~~ pay rate based on their seniority when successfully bidding to these positions and shall receive all negotiated increases. ~~Inspection lane employees may not work beyond the end of their fourth (4th) hour.~~

(d) Seniority part-time employees who are receiving an hourly rate higher than set forth above in Section (b), as a result of a Market Rate Adjustment, shall not have their hourly rate reduced due to the implementation of this Article.

ARTICLE 60 – HOLIDAYS

SECTION 1 – HOLIDAYS

(A) The following named holidays, or the days observed as such, shall be recognized as legal holidays: New Year's Day, **Martin Luther King Jr. Day**, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and New Year's Eve Day, provided the employees comply with the qualifications set forth hereinafter. One of the qualifications is that seniority employees must complete the regularly scheduled workday which immediately precedes or follows the Holiday, except in cases of proven illness, **approved FMLA**, or unless the absence is mutually agreed to. Newly hired part-time employees are not entitled to holiday pay for named holidays and personal holiday falling within the first year of their employment. Full-time seniority employees shall receive eight (8) hours straight time pay or ten (10) hours straight time pay for those employees on a work week of four (4) ten (10) hour days and part-time employees shall receive four (4) hours straight time pay for the above designated Holidays though not worked. Employees with a four (4) ten (10) scheduled work week will receive eight (8) hours holiday pay for holidays that fall outside of their scheduled work week.

(B) Personal Holidays: (No change)

(C) Effective each calendar year, all seniority employees, excluding part-time employees hired after August 1, 2002 shall be entitled to seven (7) days by combining two (2) personal holidays with the equivalent of five (5) days sick leave. Part-time employees hired after August 1, 2002 will be entitled to this benefit after being employed three (3) full calendar years and having worked one hundred and fifty-six (156) reports the prior year. In order for a seniority employee to be eligible for this benefit, ~~his/her~~ **they** must have been employed one full calendar year and have worked one hundred fifty-six (156) reports during ~~his/her~~ **their** prior calendar year. **For the purpose of this section, the calculation of the first (1st) full calendar year of a newly hired employee will be from January 16th through December 31st.** As a result of changing from contract year to calendar year no employee may gain nor lose option benefits. An employee must select from the following schedule:

OPTION 1: Five (5) consecutive work days off with fifty-eight (58) hours pay for full-time employees and twenty-nine (29) hours pay for part-time employees during the vacation period.

OPTION 2: Seven (7) days extra pay, fifty-eight (58) hours for full-time employees and twenty-nine (29) hours pay for part-time employees with no time off. This pay may be taken at Christmas or such other time as the employee may request.

OPTION 3: An employee may elect to take the seven (7) days in one (1) day increments. These days will be paid for the first seven (7) days that the employee does not work **in their regular scheduled work week** each calendar year. Any unused days will be paid for at the end of the calendar year.

An employee must be on the active payroll to qualify for the option benefit when it comes due. In September of each year, each employee who will be eligible shall indicate which of the options ~~his/her~~ **they** elects to choose. If Option 1 is selected, the employee shall indicate after **the vacation schedule selection is completed in the center, then the option week will be selected in seniority order for** selecting ~~his/her~~ **their** vacation, the five (5) consecutive days off ~~his/her~~ **they** desires.

On the payday immediately preceding the period the employee has elected to exercise ~~his/her~~ **their** option, ~~his/her~~ **they** shall be paid on the basis as previously outlined in the optional ~~his/her~~ **their** then current hourly rate.

SECTION 2

(No change)

SECTION 3

(No change)

SECTION 4

(No change)

SECTION 5

(No change)

SECTION 6

(No change)

ARTICLE 61 – VACATIONS

Each employee who meets the eligibility rules herein set forth shall be entitled to a vacation with pay as follows:

| | |
|---|-----------------|
| One (1) Year | One (1) Week |
| Two (2) Years..... | Two (2) Weeks |
| Ten (10) Nine (9) Years | Three (3) Weeks |
| Fifteen (15) Years..... | Four (4) Weeks |
| Twenty (20) Years..... | Five (5) Weeks |
| Twenty-Five (25) Years.... | Six (6) Weeks |

(A) (No change)

(B) (No change)

(C) (No change)

(D) (No change)

(E) (No change)

(F) (No change)

(G) Vacation selection shall be by seniority within the classification. The posted vacation schedule shall show the weeks available for vacation and the number of employees in each classification who may be on vacation each week. Vacation schedules, by classification, shall be posted on October 1st and remain posted for one (1) month for selection of vacations for the period of January 1st through December 31st, except for the period of time from the Monday after Thanksgiving to December 25th. The employees in the top one-third (1/3rd) of the seniority list will select their vacations during the first (1st) ten (10) calendar days of posting. The employees in the second (2nd) one-third (1/3rd) of the seniority list will select their vacations during the next ten (10) calendar days of posting. The bottom one-third (1/3rd) of the seniority list will select their vacations during the remaining ten (10) calendar days of posting.

In lieu of time off, employees, at their discretion, may take the pay for said weeks. However, the employee must notify the Employer during September of each year of this request. **This payment will be made by the end of the third (3rd) full week in January.**

If an employee's scheduled vacation weeks have not been selected within the above time periods, the open vacation weeks will be assigned by seniority to the lower senior employees eligible.

Backup feeder drivers who are required to cover feeder vacations and options shall select their vacations from the feeder drivers vacation schedule.

Part-time cover drivers who are required to cover package vacations and options shall select their vacations from the package drivers vacation schedule.

(H) (No change)

(I) (No change)

(J) (No change)

ARTICLE 62 – BREAKDOWN OR IMPASSABLE HIGHWAYS

(No change)

ARTICLE 63 - REVIEW OF OVERTIME HOURS

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

(A) It is the policy of the Employer to cooperate with a package car driver who desires to be relieved of overtime, subject to the understanding that such package car driver will complete ~~his/her~~ **their** assignment, and subject to the provisions below.

An employee who desires to be relieved from overtime on a particular day must make a written request in writing on a form furnished by the Employer. Such a request must be submitted no later than the start of ~~his/her~~ **their** shift on the **third (3rd)** ~~fifth (5th) calendar day~~ **workday** preceding the day being requested.

A signed copy of the request form stating approval or disapproval shall be returned to the employee by the end of the employee's next working day. Such requests shall be granted or denied in accordance with the terms of this sub-section. If a request is denied on the above referenced form, the employee shall receive a two (2) hour penalty payment at ~~his/her~~ **their** **double** ~~straight~~ time rate if the request should have been granted at this time based on the criteria set forth in this sub-section. This two (2) hour payment shall also apply if the Employer approves the requests and later informs the employee, ~~he/she~~ **they** cannot be relieved of overtime, provided the request continues to meet the criteria set forth in this sub-section.

In addition, if an employee's request is granted but the Employer fails to adjust the driver's dispatch **prior to, but no later than, their scheduled start time** so as to provide an amount of work that can reasonably be completed within eight (8) hours which then causes the driver to work in excess of eight and one-half (8.5) hours to complete ~~his/her~~ **their** route, the driver shall be entitled to a two (2) hour penalty payment at ~~his/her~~ **their** ~~straight~~ **double** time rate and the driver will retain the eight (8) hour request for later use. No penalty shall be due if the employee exceeds the eight-and-one-half (8.5) hour threshold as a result of events beyond the Employer's control.

The Center Manager and the Steward shall process such requests based on seniority. The Employer shall allow a minimum of ten percent (10%) of the package car drivers worked in any Center off on a daily basis. No package car driver's dispatch will be adjusted more than two (2) times per month. This sub-section applies regardless of whether the driver has opted in or out pursuant to the provisions of sub-section (B) below. Such requests shall not be submitted during the months of November and December.

Any employee whose request is granted shall not be required to work more than eight (8) hours on the approved day. If the driver's dispatch for whatever reason was not adjusted, the work will be removed prior to departing the building. While on the route, if the driver determines that they will not be able to finish within eight (8) hours, the driver will notify management who shall have the responsibility to make the necessary arrangements to ensure the driver is off in the requested eight (8) hours. Drivers shall notify management no later than 1:00 P.M. if they cannot complete their assigned work within eight (8) hours. No employee shall be threatened, harassed, or disciplined by management in the exercising of this right.

(B) The Union shall circulate and collect the names of **eligible** package drivers who wish to be covered by the provisions of this Section ~~twice~~ **once** each year. ~~These lists~~ **This list** shall be provided to the Company by January 5 ~~and June 5~~ of each year. The Employer shall make a reasonable effort to reduce package car drivers' workdays below 9.5 hours per day for those on the list. If a review indicates that progress is not being made in the reduction of assigned hours of work, (i.e. the package driver has worked more than 9.5 hours on three (3) days in a workweek), the following language shall apply, except for the period from November 15th through January 15th of the following year.

Employees within the full-time driver classification shall be eligible for the protection of this Section provided: (1) the employee covers a route for a full week; (2) the employee bids or is assigned to cover a route for a full week but is prevented from completing that bid or assignment due to reassignment by the Employer; or (3) an employee with four (4) years of seniority as a full-time package driver.

Drivers who choose to opt-in on the 9.5 list shall have the right to file a grievance if the Employer has continually worked a driver more than nine and one-half (9.5) hours per day for any three (3) days in a workweek. The Company will not assign excessive overtime on the two (2) remaining days within the workweek in order to retaliate against a driver for opting onto the 9.5 list. **If the employer is found to have assigned excessive overtime for the remaining two days in violation of this provision, the Co-Chairs shall have the discretion to award a penalty at triple time as outlined in this section.**

The "opt-in" list provided by the Union shall become effective on January 15th ~~and June 15th~~. A Driver may add or delete ~~his/her~~ **their** name from the list at any time, with one week's notice to the Employer.

If a driver is paid a penalty under this subsection more than four (4) times in a calendar year then a meeting shall be scheduled with the District Labor Manager, Business Agent and the Co-Chairs **or their chosen designee** of the applicable Supplemental panel **within forty-five (45) days of the filing** to determine what actions are necessary to ensure compliance.

If a grievance under this provision (or a grievance under any excessive overtime provision of a Supplement, Rider or Addendum) cannot be resolved at the local level, including Supplemental Panels the Union may docket the grievance to be heard by the "9.5 Committee". This Committee shall be composed of two (2) Union and two (2) Employer representatives. The 9.5 Committee shall have the authority to direct the Employer to adjust the driver's work schedule. Deadlocked cases shall be referred to the Employer's Vice President of Labor Relations and the Co-Chair of the Teamsters United Parcel Service Negotiating Committee for final and binding resolution.

The Employer's Vice President and the Union's Co-Chair shall have the discretion to grant the grievant triple time pay for hours worked in excess of 9.5 hours per day and/or to order the Employer to adjust the driver's work schedule. **After the forty-five (45) day supplemental Co-Chair meeting, if there are continued violations the Co-Chairs shall have the discretion to grant quadruple time penalties as outlined in this section.** In the event the Employer's Vice President and the Union's Co-Chair cannot resolve a grievance, either party may refer the matter to arbitration in accordance with Article 8. In the event the position of the Union is sustained, the arbitrator shall have the authority to impose any remedy set forth in this Section.

If there is a deadlocked grievance by the "9.5 Committee" the Co-Chairs of the National Negotiating Committee may require a review of the adequacy of the Company's staffing in the center in which the grievance was filed. In the event the parties cannot resolve a dispute over whether excessive overtime in violation of this Section resulted from inadequate staffing in the center or other causes, such as temporary unavailability of drivers, either may refer the matter to arbitration in accordance with Article 8. If the position of the Union is sustained, the arbitrator shall have the authority to award any remedy set forth in this Section including back wages at the appropriate rate of pay to the employee(s) adversely affected, as well as appropriate progression credit. The back wages shall be equal to what the employee(s) would have earned as a package driver at the applicable daily guarantee versus what ~~his/her~~ **they** actually earned.

In addition, the Union Chair of the National Negotiations Committee may, at any time, request a meeting with the Employer's President of Labor Relations to review the adequacy of the Company's staffing in any center having excessive 9.5 grievances deadlocked at the local level panel. If the dispute cannot be resolved, either party may refer the matter to arbitration in accordance with Article 8, Section 7. The next arbitrator in rotation on the Eastern Panel shall be assigned

the case. The arbitrator shall have the authority to award any remedy specified in the paragraph above.

The 9.5 Committee shall also have the authority to ensure that this Section is implemented in such a way as to balance the Employer's need to protect the integrity of its operations with an employee's legitimate need to avoid excessive overtime.

ARTICLE 64 – TIME OFF UNPAID

(No change)

ARTICLE 65 – UNION COOPERATION

(No change)

ARTICLE 66 – MANAGEMENT-EMPLOYEE RELATIONS

SECTION 1

The parties agree that the principle of a fair day's work for a fair day's pay shall be observed at all times and employees shall perform their duties in a manner that best represents the Employer's interest. The Employer shall not in any way intimidate, harass, coerce or overly supervise any employee in the performance of ~~his or her~~ **their** duties. The Employer shall not retaliate against employees for exercising rights under this Agreement. In considering any grievance alleging retaliation for exercising their rights under the Agreement, the severity and timing of the Employer's actions that modify an employee's work assignment or reprimand employees shall be relevant factors to a determination of motivation. The Employer will treat employees with dignity and respect at all times, which shall include, but not be limited to, giving due consideration to the age and physical condition of the employee. Employees will also treat each other as well as the Employer with dignity and respect.

The following language is applicable to grievances arising from Article 37 Section 1(a) which allege intimidation, harassment, coercion or over supervision.

Grievances not resolved by Local or Area grievance procedure shall be forwarded to the National Article 37 Grievance Committee. Such Committee shall be comprised of an equal number on Union and Employer representatives and a sitting arbitrator who shall decide the merits and penalty of each case in the event of a deadlock by the Committee. Cases will be presented and decided in accordance with Article 8 and the Nation Grievance Committee Rules of Procedure.

The Article 37 Committee shall be empowered to provide a monetary penalty for each proven violation of this Section up to a maximum penalty of ~~three (3)~~ five (5) times the employee's daily guarantee depending on the severity of the offense.

Any individual member of management deemed by the Committee to have committed two (2) or more violations of this Section within a two (2) year period shall be required to appear before the Committee for any subsequent grievance(s). Failure of the management person to appear, absent a legitimate excuse, shall result in a negative inference.

SECTION 2

Not more than one (1) member of management will ride with a driver at any time except for the purpose of training management personnel. No driver will be scheduled for more than one (1) day's ride per year with more than one (1) member of management on the car. Such day will not be used for disciplinary purposes. The sole reason for two (2) management employees on the car is for supervisory training. If a supervisor assists a driver during an O.J.S., that day will not be used in determining a fair day's work.

The Employer will give no less than twenty-four (24) hours notice to a seniority driver prior to any ride, except in cases of post-accident/injury rides. Such notification will include the reason for the ride. The results of any ride will

be reviewed with the employee and steward. A copy of the documentation related to the ride shall be provided to the employee and steward upon request. The 24 hour notice may be waived by mutual agreement.

During scheduled safety training for feeder drivers the supervisor will only drive for demonstration purposes and this will not exceed ~~one (1)~~ **three (3)** hours per workday.

SECTION 3

(No change)

ARTICLE 67 – APPRENTICESHIP AGREEMENT

(No change)

ARTICLE 68 -- HEALTH AND WELFARE

FULL-TIME EMPLOYEES

The Employer’s contribution increases to TeamCare shall be increased as outlined in Article 34 Section 1(a)(i) and (ii)(1) effective August 1, 2018 ~~23~~ and effective each August 1 thereafter during the life of this agreement.

By the execution of this Agreement, the Employer authorizes the Employers' Associations which are parties hereto to enter into appropriate health and welfare trust agreements necessary for the administration of such fund, and to designate the Employer Trustee under such agreement hereby waiving all notice thereof and ratifying all actions already taken or to be 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 twelve (12) 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 Health and Welfare Fund during the period of absence.

There shall be no deductions from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare 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 Health and Welfare Fund must be made for each week on each regular or extra 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 Health and Welfare Fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

Employers presently making payments to TeamCare and Employers who may subsequently begin to make payments to such funds, shall continue to make such payments for the life of this Agreement.

In the event the Central States Southeast and Southwest Areas Health and Welfare Fund does not maintain the benefit coverage and retiree contribution rate for retiree insurance (including spousal coverage) in effect on the date of ratification of this agreement, the Union and the Employer shall meet to determine and agree if there is a substitute multi-employer plan which will provide comparable coverage. If mutual agreement is reached to provide a suitable plan, the contribution payable by the Employer pursuant to Article 34 Section 1(a) shall be paid to the new plan.

PART-TIME EMPLOYEES

(a) (No Change)

(b) (No change)

(c) (No change)

(d) (No change)

(e) (No change)

ARTICLE 69 – PENSION
SECTION 1 – JOINTLY TRUSTEE UPS/IBT FULL TIME PENSION FUND

The following provisions pertain to the UPS/IBT Full-Time Employee Pension Plan (hereinafter “UPS/IBT Plan”) to be created for employees who under the prior Agreement participated in the Central States Southeast and Southwest Areas Pension Fund (“CS Plan”) and for future employees who have participated in the CS Plan absent this Agreement who have one (1) hour of service in Covered Employment on or after January 1, 2008.

(1) Effective January 1, 2008, the Employer and the Union will establish a new, single Employer, jointly trustee and administered defined benefit plan within the meaning of 29 U.S.C. Section 302 (c) (5) for full time employees who under the prior agreement would have participated in the CS Plan. As of December 26, 2007, the Employer will cease to have an obligation to contribute to the CS plan and will have no other obligation to provide such employees with future benefits accruals under the CS Plan.

(2) The benefit formula for current or future full-time employees who are participants in the UPS/IBT Plan will be set forth below for each year of future service (hours worked in Covered Employment on or after the effective date) up to a maximum of thirty-five (35) years of Credited Service (such limitation is only applicable to service pensions). This benefit is unreduced if payable at Normal Retirement Age (age 65) and 5 years of vesting service or at age 62 with twenty (20) years of credited service. Benefit payments may begin as early as Early Retirement Age (age 50 with 5 years of vesting service) and are reduced 6% per year for each year and partial year prior to Normal Retirement Age. There shall be no reduction or change in the level of benefits described herein unless negotiated and agreed to by the Union.

| <u>Calendar Year Beginning</u> | <u>Monthly Benefit</u> |
|--------------------------------|-------------------------------------|
| January 1, 2018 | \$175.00 |
| January 1, 2019 2024 | \$175.00 \$185.00 |
| January 1, 2020 2025 | \$175.00 \$185.00 |
| January 1, 2021 2026 | \$175.00 \$185.00 |
| January 1, 2022 2027 | \$175.00 \$185.00 |
| January 1, 2023 2028 | \$175.00 \$185.00 |

(3) Eligible employees become participants on the first day of the month coincident with or immediately following the date the employee completes one (1) year of service with 750 hours of service (upon becoming a participant, service credit will accrue beginning with the very first hour of service that had been performed when the participant began working in Covered Employment). Employees already participants in the CS Plan at the date this Plan is established will be immediately eligible to participate in the UPS/IBT Plan. No benefits are payable unless the participant has at least five (5) years of vesting credit or has reached Normal Retirement Age while an employee. One (1) year of vesting credit is earned for each calendar year in which the participant works 750 or more hours. The Employer will grant vesting credit for those employees employed by the Employer before the effective date of the UPS/IBT Plan based on the employment records of the Employer or records of the CS Plan.

(4) Full-time employees will receive one (1) year of Credited Service for each 1801 paid hours in Covered Employment in a calendar year beginning on or after January 1, 2008. Employees will receive partial years of Credited Service in monthly increments (i.e. one (1) month if employee worked 150 or more hours in Covered Employment in that month). For purposes of earning service credit for the service pensions only, full-time employees will receive one (1) week of service credit if ~~he~~ **they have** one (1) hour of service in Covered Employment in that week. For service pension only, if an employee has 0-19 weeks of service credit, ~~he~~ **they** shall not receive any service credit for that calendar year. If ~~he~~ **they have** 20-39 weeks of service credit, the amount of credit for that year will be equal to a fraction the numerator of which is the number of weeks of credit and the denominator is 40. If the employee has 40 weeks of service credit for the calendar year, ~~he~~ **they** shall receive one (1) year of service credit.

(5) The Employer will be responsible for funding the UPS/IBT Plan as required by applicable law.

(6) In addition to the normal benefit provided in paragraph (2) above, there shall be a service benefit payable after twenty (20), twenty-five (25), thirty (30) and thirty-five (35) years of full-time service. There is a twenty (20) year benefit for anyone who has reached age 50 and the amount will vary based on the person's age. There is a twenty-five (25) year service retirement benefit for anyone who has twenty-five (25) years of service regardless of age, which shall be \$2,000 per month if less than age 57 when benefits commence and \$2,500 per month if at least 57 when benefits commence. The benefit for the thirty (30) year service retirement shall be \$3,400 per month regardless of the age of the retiring employee. The benefit for thirty-five (35) years of service retirement shall be \$3,900 per month regardless of the age of the retiring employee. The Plan Document shall specify the amounts for the twenty (20) year service pension, eligibility criteria and how the benefits are calculated.

| <u>Years of Service Pension Credit</u> | <u>Age</u> | <u>Monthly Service Pension</u> |
|--|------------------|--|
| 35 Years | Any Age | |
| 30 or More Years | Any Age | \$3,400 plus \$100/yr of service for years over 30 up to \$3,900 |
| 25 Years | Any Age Up To 57 | \$2,000 |
| 25 Years | 57 or Older | \$2,500 plus \$100/yr of service for years over 25 up to \$3,500 maximum |

Effective January 1, ~~2024~~ 2020, the following enhancements will be implemented:

35 Years, ~~a~~Any age -~~\$4,700~~ \$4,300

30 or more years, any age-~~\$4,200~~ \$3,800 plus \$100/yr of service for years over 30 up to ~~\$4,700~~ \$4,300

25 years, any age up to age 57-\$2,400

25 years, age 57 or older- \$2,900 plus \$100/yr of service for years over 25 up to \$4,700

For employees who reach the following age and years of service milestones on or before July 31, 2028, the following additional enhancements shall apply: These additional enhancements shall become part of the employee's vested benefit and shall apply even if the employee retires after July 31, 2028:

35 years, age 55 or older-\$5,300

30 or more years, age 55 or older-\$4,800 plus \$100/yr of service for years of service for years over 30 up to 5,300

25 years, any age up to age 57-\$3,000

25 years, age 57 or older-\$3,500 plus \$100/yr of service for years over 25 up to \$5,300

The UPS/IBT Plan will recognize full-time service in the CS Plan for determining eligibility for the benefits in this Section and will offset at Normal Retirement Age the benefits accrued from the CS Plan commencing at Normal Retirement Age. If the benefit paid from the CS Plan is reduced as permitted or required by law, the amount of such reduction shall not be included in this offset.

(7) The UPS/IBT Plan will also provide eligible employees with a monthly disability benefit or lump sum disability benefit (based on age and years of service).

(8) The UPS/IBT Plan will be governed by the terms of the Plan Document and Trust Agreement, both of which are incorporated herein by reference. Any claims for benefits are subject to resolution solely through the UPS/IBT Plan administrative claims process.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall ensure that the employee is credited with up to 190 hours of pension credit or four (4) weeks of service pension credit (depending on the absence). If an employee is injured on the job, the Employer shall ensure that the employee receives pension credit until such employee returns to work; however, such pension credit shall not exceed 1801 hours of service or 40 weeks of service pension credit (depending on the length of the absence).

SECTION 2

Effective January 1, 1977, the Employer shall provide Pension Benefit Coverage to part-time employees under the terms and conditions as may be contained in the United Parcel Service Pension Plan as required by law. Effective August 1, 2002 the Company and Union agree that the part-time employees covered under the United Parcel Service Plan will receive the following improvement to the plan.

(1) The UPS Pension Plan covering only part-time employees working in areas where part-time employees are not covered by Teamsters Pension Plans, will be improved to provide monthly benefits for a part-time employee with seven hundred and fifty (750) paid hours of credit service per year.

The total monthly service pension benefit will be equal to the following provided the employee meets the credit service requirements:

~~\$2,275.00~~ ~~\$2,450.00~~.....for retirement at any age after 35 years of credited service.
~~\$1,950.00~~ ~~\$2,100.00~~for retirement at any age after 30 years of credited service.
~~\$1,625.00~~ ~~\$1,750.00~~.....for retirement at age 60 with 25 years of credited service.
~~\$1,325.00~~ ~~\$1,450.00~~.....for retirement at any age with 25 years of credited service.
Credited Service (based on \$58.00 per year of Credited Service)

The monthly benefit formula under the UPS Pension Plan will be listed in Article 34 Section 1 (g) (i) of the National Master United Parcel Service Agreement.

~~\$55.00 times part time Credited Service years subject to a maximum 35 years service limit.~~

The benefit formula in the UPS Pension Plan for current or future part-time employees who are participants will be increased solely for the purpose of the monthly accrued benefit, effective August 1, 2008 to sixty dollars (\$60.00) for each year of future Credited Service to a maximum of thirty-five (35) years of Credited Service. If a participant is in Covered Employment on August 1, 2008, ~~he/she~~ **they** shall receive the sixty dollar (\$60.00) benefit formula for the entire 2008 plan year.

Effective August 1, 2023 the benefit formula in the UPS Pension Plan for current or future employees will be increased to sixty-five dollars (\$65.00) for each year of future Credited Service to a maximum of 35 years of Credited Services. If a participant is in Covered Employment on August 1, 2023, he shall receive the sixty-five dollars (\$65.00) benefit formula for the entire 2023 plan year.

(2) Part-Time Employees will receive one (1) year of Credited Service for 750 or more paid hours. Six months of Part-Time Credited Service will be granted for 375 to 500 hours worked in a calendar year, and 9 months of part-time Credited Service will be granted for 501 to 749 hours worked in a calendar year. **This paragraph will also be applied to determine Credited Service for any full-time employees on the payroll on August 1, 2002 who were formerly participants in the UPS Pension Plan.**

(3) The Employer will be responsible for funding the UPS Pension Plan as required to provide the benefits described above and will be responsible for maintain the plan.

(4) Contributions to pension funds will be made in accordance with Article 34 of the National Master Agreement.

All applicable Local Unions will be provided with a competent and knowledgeable Company contact person with a working phone number to assist employees with questions and concerns

related to the UPS/IBT Pension Plan.

ARTICLE 70 – MECHANICS

(No change)

SECTION 1 – STARTING TIMES

(A) (No change)

(B) (No change)

(C) (No change)

(D) (No change)

(E) (No change)

SECTION 2 – OVERTIME

(No change)

SECTION 3 – TOOL INSURANCE

(A) (No change)

(B) (No change)

(C) Automotive and maintenance mechanics will receive a tool allowance of ~~three (\$300.00)~~ **four (\$400.00)** hundred dollars per year for the life of the agreement. The allowance shall be paid the first pay period in December of each year.

SECTION 4 – LAYOFF

Automotive and maintenance mechanics that suffer a layoff ~~that exceeds seven (7) working days in their current position~~ may displace two (2) part-time employees ~~if the work is available.~~ **based on company seniority and maintain their current rate for ten (10) working days.** The affected employee will **then** be paid the rate of pay for the job performed based on ~~his/her~~ **their** seniority for the entire time ~~he/she~~ **they are** on layoff.

The employee must return to ~~his/her~~ **their** position when the work becomes available.

An employee may elect to take a layoff versus displacing part-time employees.

SECTION 5 - OTHER FULL-TIME OPPORTUNITIES

Automotive and Maintenance Mechanics: One (1) person in any automotive or maintenance operation shall be allowed to bid to any permanent full-time job in each calendar year under the following conditions:

Must have a minimum of fifteen (15) years of seniority.

For a Feeder position, this employee may bid on any permanent feeder job only if there are no back-up feeder drivers interested or available to fill said job. This employee must have a CDL.

The Company will have a reasonable time to establish alternate means to replace the automotive/maintenance mechanic prior to being moved to an awarded bid.

ARTICLE 71 – GUARD SHACK PROCEDURE

(No change)

ARTICLE 72 – SOUTHERN REGION TRAINING AGREEMENT

(No change)

**LETTER OF UNDERSTANDING
ARTICLE 10
July 10, 2007**

(No change)

**LETTER OF UNDERSTANDING
ARTICLE 22, SECTION 3
July 10, 2007**

(No change)

**LETTER OF UNDERSTANDING
ARTICLE 40
January 14, 2005**

(No change)

**LETTER OF UNDERSTANDING
ARTICLE 48
LAYOFF PROCEDURE
April 21, 2009**

(No change)

**ARTICLE 49, SECTION 7
Temporary Cover Drivers Rate of Pay
April 21, 2009**

(No change)

**LETTER OF UNDERSTANDING
ARTICLE 49, SECTION 7
Temporary Cover Drivers Rate of Pay**

(No change)

**LETTER OF UNDERSTANDING
ARTICLE 52
January 31, 2008**

(No change)

**LETTER OF UNDERSTANDING
ARTICLE 52
February 23, 2010**

(No change)

LETTER OF UNDERSTANDING
ARTICLE 56
PAY PERIOD
August 1, 2023

Penalty pay for areas in the Southern Region Supplemental agreement will maintain their current practice.

LETTER OF UNDERSTANDING
ARTICLE 58
HOURS OF WORK AND OVERTIME
August 1, 2023

Full time employees scheduled for four (4) ten (10) hour days in a workweek will be paid premium pay for additional days worked as follows:

- **When working a fifth (5th) day, the driver will be paid as a sixth (6th) day at time and one-half (1 ½) their straight time hourly rate for all work performed on that day.**
- **When working a sixth (6th) day, the driver will be paid as a seventh (7th) day at double (2) time their straight time hourly rate for all work performed on that day.**
- **When working a seventh (7th) day, the driver will be paid as a seventh (7th) day at double (2) their straight time hourly rate for all work performed on that day.**

Overtime for part-time employees will be paid in accordance with Article 49.

LETTER OF UNDERSTANDING
ARTICLE 60, SECTION 1(C)
HOLIDAYS
September 28, 2007

(No change)

LETTER OF UNDERSTANDING
ARTICLES 60 & 61
Vacation/Option Hours of Entitlement

(No change)

LETTER OF AGREEMENT FOR CLERKS
REPRESENTED BY LOCAL UNION 519

(No change)

MEMORANDUM OF UNDERSTANDING

The parties agree that the February 6, 1995 Local 767 "Part-Time Driver Helper" Addenda is null and void.
(No change)