



**CONVENIO COLECTIVO
COLLECTIVE BARGAINING AGREEMENT
for St. Thomas / St. Croix**

**UNITED PARCEL SERVICE INC.,
an Ohio Corporation**

AND THE

UNION DE TRONQUISTAS DE P.R.

TEAMSTER LOCAL 901

**Affiliated with the
International Brotherhood of Teamsters,
Chauffeurs, Warehouse & Helpers
of America**

For the Period
~~August 1, 2008 through July 31, 2013~~
August 1, 2023 through July 31, 2028

COLLECTIVE BARGAINING AGREEMENT INDEX

ARTICLE 1 – INTRODUCTION.....4

ARTICLE 2 – RECOGNITION.....4

ARTICLE 3 – UNION SHOP.....4

ARTICLE 4 – DUES.....5

ARTICLE 5 – DELEGATES.....6

ARTICLE 6 – NON AUTHORIZED ACTIVITY AND RELIEF FROM RESPONSIBILITY....7

ARTICLE 7 – INSPECTION PRIVILEGES.....7

ARTICLE 8 – NO STRIKE – NO LOCKOUT.....8

ARTICLE 9 – MANAGEMENT RIGHTS.....8

ARTICLE 10 – DISCIPLINARY ACTION.....8

ARTICLE 11 – COMPLAINTS AND GRIEVANCES.....11

ARTICLE 12 – NON-DISCRIMINATION.....13

ARTICLE 13 – COMPETITION.....13

ARTICLE 14 – REPORTING OF ACCIDENTS.....14

ARTICLE 15 – UNION COOPERATION.....14

ARTICLE 16 – PROBATIONARY EMPLOYEES.....14

ARTICLE 17 – TEMPORARY EMPLOYEES.....15

ARTICLE 18 – SENIORITY.....17

ARTICLE 19 – JOB CLASSIFICATIONS.....21

ARTICLE 20 – EXAMINATION AND IDENTIFICATION.....22

ARTICLE 21 – GENERAL DISPOSITION.....23

ARTICLE 22 – LEAVE OF ABSENCE.....24

ARTICLE 23 – HOURS WORKED.....25

ARTICLE 24 – VACATIONS, HOLIDAYS, SICK LEAVE,
HEALTH COVERAGE AND PENSION.....28

ARTICLE 25 – SUPERVISORS WORKING.....34

ARTICLE 26 – WAGES.....34

ARTICLE 27 – AGREEMENT TERMINATION.....36

ARTICLE 1 – INTRODUCTION

a. This Agreement is entered into by United Parcel Service, Inc., an Ohio Corporation, hereinafter referred to as the "Company" or "Employer" and the Union de Tronquistas de Puerto Rico, Local 901, IBT, AFL-CIO, hereinafter referred to as the "Union". The following articles shall be additions to the corresponding articles or sections of the National Master United Parcel Service Agreement. Except as provided herein the provisions of the National Master Agreement shall prevail.

~~b. References to individuals or groups of individuals in either the masculine or feminine gender shall be construed to apply to both genders.~~

ARTICLE 2 – RECOGNITION

a. The Company recognizes the Union as the sole and exclusive collective bargaining agent for all service employees, including clerks, drivers and administrative assistants employed by the Company at its facilities located at St. Thomas and St. Croix, United States Virgin Islands as certified by the National Labor Relations Board in case number 24-RC-7851. All guards, supervisors and confidential employees as defined in the National Labor Relations Act are excluded.

b. The employees covered by this Agreement are part of the one bargaining unit recognized by the National Master Agreement. As such, the employees covered by this Agreement shall be bound by the National Master Agreement's no-strike clause if that Agreement is ratified in accordance with the International Brotherhood of Teamsters' Constitution.

ARTICLE 3 – UNION SHOP

SECTION 1 – UNION MEMBER

All employees who at present are members of the Union will be obligated as a condition of employment to pay dues to the Union upon obtaining seniority as defined in the probationary employee article of this supplement.

SECTION 2 – NEW EMPLOYEE

All new employees who at present are not members of the Union are obligated as a condition of employment to pay dues to the Union upon obtaining seniority as defined in the probationary employee article of this supplement.

SECTION 3 – REQUEST FOR PAYMENT

When an employee refuses to pay dues as carried out by this Agreement, the Union will request of the employee, in writing, to bring payments up to date within seven (7) days following receipt of the Union's letter. The letter will further specify that if payment is not received within said time, that the employee can be discharged.

SECTION 4 – REQUEST OF DISCHARGE

Subject to the applicability of law and at the written request from the Union, the Company will discharge any employee who refuses to comply with payment of **his** **their** dues as spelled out herein, after **he has they have** been requested in writing to pay and has let the seven (7) days pass by without complying with said payment.

SECTION 5 – RELIEF OF RESPONSIBILITY

The Union will relieve the Company of damages caused to an employee in the application of this Article.

ARTICLE 4 – DUES

SECTION 1 – AUTHORIZATION AND DEDUCTION

After written authorization and on the form required by law, the Company will deduct weekly from the wages of each employee the initiation dues and the regular periodic union dues.

SECTION 2 – REMITTANCE OF DUES

The Company will send to the Union de Tronquistas de Puerto Rico, Local 901, Parque 352, Parada 23, Santurce, Puerto Rico 00909, all deducted dues together with a list, on which is clearly indicated the employee's name, social security number, and the approved amount. This remittance will be made monthly within ten (10) calendar days of the last week of the month of pay.

SECTION 3 – PROHIBITION OF DEDUCTION

The Company will not retain any money of the employees that is not authorized by the employee, permitted, or ordered by law.

ARTICLE 5 – DELEGATES

SECTION 1 – APPOINTMENT

The Union, at its discretion, will determine the method and procedure for selecting and appointing a delegate; and can dismiss the delegate in order to best serve the interest of the Union and the employees.

SECTION 2 – FUNCTIONS OF THE DELEGATE

- a. The investigation and processing of complaints and grievances in accordance with the provision of the Collective Bargaining Agreement.

- b. The transaction of the messages and the directives of the Union.
- c. The collection of information that the Company is obligated to deliver to the Union.
- d. The control of the bulletin boards designated by the Company for the Union.
- e. The monitoring of honest adherence to the Collective Bargaining Agreement.

SECTION 3 – UNAUTHORIZED ACTIVITY

Neither the delegate nor **his their** alternate will have the authority to declare strikes, slowdowns, or work stoppages, or to take any other action that paralyzes, obstructs, or interrupts the operations of the Company.

SECTION 4 – ABSENCES OF DELEGATES

The delegate will not absent **himself themselves** from the assigned duties for the purpose of attending functions related to the delegate's responsibilities unless requested to do so by the Secretary – Treasurer or **his their** representative. The delegate will attend such functions only after **he has they have** notified **his their** immediate supervisor or the center manager in advance, and received permission to do so from **his their** supervisor.

SECTION 5 – DELEGATE SENIORITY

For the purpose of layoff, the Union delegate will be considered as having the highest classification seniority within their assigned center.

ARTICLE 6 - NON-AUTHORIZED ACTIVITY AND RELIEF FROM RESPONSIBILITY

SECTION 1 - LIMITATIONS OF DELEGATES AND AGENTS

Neither the delegate nor the agent of the Union ~~have~~ has the authority to declare strikes, work stoppages, slowdowns, walkouts, or any other actions that paralyzes, obstructs or interrupts the operations of the Company.

SECTION 2 - RELIEF OF RESPONSIBILITY

The Company recognizes the limitations upon the authorized delegate and agent of the Union, and shall not hold the Union liable for any unauthorized acts. The Company in so recognizing such limitations shall have the authority to impose proper, non-discriminatory discipline, including discharge. In the event the delegate or the designated alternate has led, instigated, or encouraged unauthorized strike action, slowdown, or work stoppage in violation of this Agreement, ~~he they~~ may be singled out for serious discipline, up to and including discharge.

SECTION 3 - DISCIPLINARY ACTION

Notwithstanding Article 10 of this Agreement, the Company can suspend or discharge the delegate or any employee who declares an unauthorized strike, work stoppage, slowdown, walkout or who takes any other action that paralyzes, obstructs, or interrupts the operations of the Company without resorting to the grievance procedure.

SECTION 4 - STOPPAGE NOTIFICATION

The Company will give notification in writing to the Secretary Treasurer relative to any strike or work stoppage situation and the Union will be obligated to order a ceasing of said strike or stoppage so that operations can continue normally.

ARTICLE 7 – INSPECTION PRIVILEGES

The authorized agent of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Employer's working schedule. The Union will notify the Company in writing as to who will be said authorized agent. Such an agent will be subject to all employee rules and policies established by the Company for the facility which **he is they are** visiting.

ARTICLE 8 – NO STRIKE / NO LOCKOUT

- a. There shall be no strikes, work stoppages, picketing, slowdown, cessation of work, or strike of any kind, including a sympathy strike, by members of the bargaining unit during this Agreement. No officer or Union representative shall authorize, instigate, and/or condone such activities. No employee shall participate in any of these activities.
- b. Notwithstanding Article 10 of this Agreement, any employee who participates in or promotes a strike or other work stoppage in violation of this section, even of momentary nature, may be discharged.
- c. There will be no lockouts on the part of the Company during the term of this Agreement.

ARTICLE 9 – MANAGEMENT RIGHTS

- a. The management of the business and the direction of the working force, including the right to hire, the right to plan, direct and control the Company's operations, to schedule and assign work to employees, and to maintain the efficiency of employees; to determine the means, methods, processes, and schedules of delivery; and to establish and require employees to observe,

reasonable Company rules and regulations, are the sole rights of the Company.

- b. The foregoing enumeration of management's rights shall not be deemed to exclude other rights of the management not specifically set forth, the Company therefore retaining all management rights not otherwise specifically limited by this Agreement.
- c. None of these rights shall be exercised by the management in contravention of the terms of this Agreement.

ARTICLE 10 – DISCIPLINARY ACTION

SECTION 1 – SUMMARY ACTIONS

- a. The Employer shall not discharge nor suspend any employee without just cause, and prior to a suspension shall give at least one verbal warning, one written warning notice, and one written final notice of the complaints against the employee to the employee, with a copy of the same to the Union and Delegate. The above procedure must also have been followed prior to discharge. However, no verbal warning, written notice or suspension need be given to any employee before **he is they are** discharged or suspended, if as a result of actions during the work day such employee is convicted of any felony as defined by the Penal Codes of St. Thomas or St. Croix, or if during the work day such employee is involved in any of the following: the sale, use, or possession of illegal drugs; reporting for duty under the influence of alcohol or illegal drugs as proven by medical examination; drinking alcoholic beverages during working hours including the meal period; or initiating attacks or aggressions against fellow employees, customers, members of the general public, supervisors or security guards, or participating in such actions other than for the purpose of defending oneself from physical attack; theft, larceny, or falsification of Company or customer documents; reckless or negligent handling of **eCompany** equipment; soliciting retribution or tips for services; malicious damage to customer property, Company property or

property in the Company's keep; serving as an impostor or posing as an employee, agent or representative of the Company with the purpose of defrauding the Company or customer, or for self gain; recklessness or negligence resulting in a serious accident; avoidable runaway accident; failure to promptly report or concealing a vehicle accident; the carrying of unauthorized passengers; allowing unauthorized persons in the Company vehicle; failure to report when a driver's operating privilege or license has been suspended or revoked; theft of Company or customer property; tampering with merchandise (as explained in the employee orientation tampering memo); C.O.D. manipulation or failure to remit monies on day collected (not intended to include bona fide errors of addition or subtraction); or intentional failure to collect C.O.D. or required cash funds at the time of delivery. This list of infractions is not intended to be all inclusive as there may be other offenses of equal seriousness. With regard to intentional failure to collect COD or other required cash funds at the time of delivery, no employee will be taken out of service prior to a review of this infraction with the Union and the Division Manager or **his their** designee in **his their** absence.

- b. In sensitive cases where the Company's image may be affected, as a result of off duty conduct such as murder, forceful rape, or robbery, the Company shall confer with the Secretary Treasurer or **his their** representatives in order to establish what is just and reasonable to protect both the Company's image and the employee's rights.
- c. The warning notice or suspension letter as herein provided shall not remain in effect for a period of more than seven (7) months from the date of said warning notice. All warning notices must be issued within ten (10) working days of the Employer's discovery of said infraction. The ten (10) working day time limit may be waived by mutual agreement between the Employer and the Union.
- d. Discharge or suspension must be by proper written notice to the employee affected, to the Union and to the Delegate.

- e. When warning letters and suspension letters have reached their expiration dates, such letters shall not be used in any future progressive disciplinary actions. The Company agrees not to use such letters in any future hearing or arbitration unless the Union or the employee introduces evidence that the employee's discipline should be mitigated due to the employee's overall performance or length of service. If the arbitrator questions either Party or the employee about the employee's length of service, it shall not be construed as evidence introduced by the Union or the employee.
- f. An employee discharged or suspended without just cause will be paid for all time lost, unless otherwise mutually agreed upon between the Company and the Union.
- g. Suspension shall not exceed, one (1) day, with the exception of serious vehicular accidents, when otherwise mutually agreed between the Company and the Union, or as determined by arbitration.
- h. An employee may request an investigation to attempt to prove that **he is they are** not at fault. If **he is they are** found to be not at fault, **he they** shall be reinstated and such decision may provide full, partial, or no compensation for time lost. Appeal from discharge or suspension must be taken within ten (10) working days by written notice.

SECTION 2 – OTHER CAUSES

- a. Notwithstanding section 1– c. above, if an employee is involved in a chargeable accident which is not deemed to be serious, such employee shall be subject to a written warning. If such employee is involved in a second chargeable accident within a twelve (12) month period, such employee shall be subject to a suspension. After the third such offense within a twelve (12) month period, the employee shall be subject to further disciplinary action up to and including discharge.
- b. In the event of a vehicle accident, the Employer shall have twenty (20) days to complete **his their** investigation and ten days to take disciplinary action, if

any, unless otherwise mutually agreed. Except for serious accidents, a driver will not be removed from the payroll during an investigation of an accident. The driver may be assigned to non-driving work during this period.

SECTION 3 – NOTIFICATION

- a. All disciplinary action will be in writing to the employee with a copy to the Union and Delegate, and will state the cause of the action, date and the offense which led to the disciplinary action.
- b. All employees will have the right to review their personnel file with center management upon request, on their own time.
- c. In suspension or discharge cases, the Employer shall not proceed with the suspension and/or discharge hearing unless the employee is provided the opportunity to have a Union Delegate present. If a Delegate is not available, the Union designated alternate can substitute. If the employee refuses to be represented by a Delegate, a written waiver will be provided to the Union and the center Delegate.
- d. Warning and suspension letters shall be hand delivered and acknowledged by signed copy, or by a delivery system prepaid with return receipt requested, addressed to the last known address of the person (s) to whom the notice is being given, with a copy to the Union and to the Delegate. The employee's copy of the letter will serve as **his their** receipt.

ARTICLE 11 – COMPLAINTS AND GRIEVANCES

SECTION 1 – PROCEDURE

Any complaints the Parties may have with regard to the interpretation or administration of the present Agreement will be resolved in the following way:

- a. When an employee has a complaint about the administration or interpretation of the present Collective Bargaining Agreement, it shall be discussed with **his**

their supervisor, and if they do not reach a satisfactory agreement, the employee will bring the case in writing to the delegate within ten (10) working days of the occurrence. The Delegate will present it in writing to the Company Supervisor or is designee within two (2) working days.

b. Failing to agree within five (5) working days, the Delegate shall promptly report the case to the Union Secretary Treasurer or **his their** designee, who shall submit it in writing and attempt to adjust the same with the Company Center Manager or **his their** designee within five (5) working days. After such discussion with the Union Secretary Treasurer or **his their** designee, the Company Division Manager or **his their** designee will have 48 hours to give an answer to the Union–Secretary Treasurer or **his their** designee.

c. Failing to agree, the Union Secretary – Treasurer or **his their** designee and the Company Country Manager or **his their** designee will attempt to reach a satisfactory solution to the case within ten (10) working days.

d. Failing to agree, the Union Secretary–Treasurer or **his their** designee, or the Company Country Manager or **his their** designee, may submit the case to arbitration by giving written notice to the other Party within fifteen (15) working days of the time limit in Section 1c.above. If neither Party serves such notice the controversy shall be considered withdrawn.

e. Any agreement reached by the Parties at any step of the Grievance procedure is final and binding upon the Parties.

f. The time limits in this section may be extended by written agreement between the Company and the Union.

SECTION 2 – NAMING OF ARBITRATOR

a. When the Parties agree to submit a case before an Arbitrator, such Arbitrator can be selected by mutual agreement without requesting a list of arbitrators. Failing agreement on an arbitrator within ten (10) working days of the written

notice in Section 1d. above, a panel of arbitrators will be requested from the American Arbitration Association by the Party seeking arbitration.

- b. It is understood that in order for the list in Section 2a. above to be valid for the purposes of this Agreement, it must contain the normal minimum number of arbitrators usually furnished by the American Arbitration Association responding to such request, and such arbitrators must have residence in Saint Thomas or Saint Croix of the US Virgin Islands or the US States of Florida or Georgia. Such list shall not contain more than two (2) arbitrators with residence in Puerto Rico, more than one (1) arbitrator with residence in the US Virgin Islands, nor more than one (1) arbitrator with residence in the State of Georgia.
- c. The order of the striking shall be determined by lot for the first case in which arbitrator is chosen under the provisions hereof, and in subsequent cases, the Parties shall alternate taking the first strike during the term of this Agreement.

SECTION 3 – AUTHORITY OF THE ARBITRATOR

- a. The Arbitrator shall have the authority to apply the provisions of this Agreement, and to render a decision in accordance to law on any grievance coming before **him them**, but shall not have the authority to amend or modify this Agreement or establish new terms and conditions under this Agreement. The decision of the Arbitrator shall be final and binding on the Parties and employees involved.
- b. If the Arbitrator makes a decision favorable to the grievant which involves a monetary award, the Company must make such payment within no more than 30 days. In the event that the losing party fails to abide by the Arbitrator's decision, or that either Party refuses to submit to **his their** jurisdiction, the other party shall have the right to take all legal recourse available to it.

SECTION 4 – COST OF ARBITRATION

- a. The Company and the Union shall bear its own legal cost, and the cost for compensation, travel and other expenses involving witnesses or representative called or summoned by them.
- b. The cost of the meeting location and the reasonable expense and compensation of the Arbitrator appointed will be borne equally by the Parties.

ARTICLE 12 – NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, or age in violation of any Federal or State Law, or engage in any other discriminatory acts prohibited by law, nor will they limit, segregate or classify employees in any way to deprive any individual employees of employment opportunities because of race, color, religion, sex, national origin, or age in violation of any Federal or State Law, or engage in other discriminatory acts prohibited by law.

ARTICLE 13 – COMPETITION

The Union recognizes that the Employer is in direct competition with the Union States Postal Service and other firms engaging in the distribution of express letter, parcel express, parcel delivery, and freight, both air and surface. In order to meet that competition and thereby protect and, if possible, increase the number of bargaining unit jobs, it is agreed that any provisions in this contract to the contrary notwithstanding, the Employer:

- a. May use substitute means of transportation (such as airplane, helicopter, ship, boat, barge or T.O.F.C.) in its operations.
- b. May drop loaded or empty trailers or vehicles at locations designated by it, its customers or consignees, for customers or consignee loading or unloading. It is further understood that the dropping and picking up of these trailers or vehicles shall be done by members of the bargaining unit.

c. May not subcontract bargaining unit work other than to continue current subcontracted functions.

ARTICLE 14 – REPORTING OF ACCIDENTS

SECTION 1

a. When required by the Employer, the employee, before the end of the employees shift, shall make out an accident report in writing on forms furnished by the Employer, and shall turn in all available names and addresses of witnesses to the accident. Copies of the same shall be made available to the employee upon their request.

b. Failure to promptly report a vehicle accident is cause for disciplinary action, and concealing of a vehicle accident will be cause for discharge.

SECTION 2

Employees shall report as soon as is practical, and in no case later than at the end of their shifts, all defects of equipment on a suitable form furnished by the Employer.

ARTICLE 15 – UNION COOPERATION

The Union, as well as the members thereof, agrees at all times as fully as it may be within their power, to further the interests of the Employer. Further, the purpose of this Agreement is in the mutual interests of the Company, the Union and the employees, to provide for the operation of the Company under methods which will further, to the fullest extent possible, the safety and efficiency of the operations.

ARTICLE 16 – PROBATIONARY EMPLOYEES

SECTION 1 – RECRUITMENT OF PERSONNEL

The selection of additional personnel will remain at the sole discretion of the Company, it being understood that the Company will give equal opportunity to all candidates sent by the Union as given to any candidate from other sources. Those candidates for employment will be given orientation training. Orientation days, up to five (5), will not be counted toward seniority. New employees attending orientation shall be paid the starting rate for their classification. It is agreed that in the event of an increase in the number of orientation days in excess of five (5), said increased days shall be counted in the probationary period.

SECTION 2 – PROBATIONARY PERIOD

- a. A new employee shall work under the provision of this Agreement, but shall be employed on a thirty (30) working day trial basis, plus five (5) additional orientation days, during which period the Company can discharge the employee without further recourse. Provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After completing thirty (30) working days plus the additional orientation days within any ninety (90) consecutive day period, the employee shall be placed on the regular center seniority list within the classification **he they** worked, and the employee's seniority date shall be the first day of the thirty (30) working days in a ninety (90) consecutive day period.
- b. Time worked from October 1, through the Friday following January 6 (Three Kings Day) of each year shall not accrue toward seniority. Any employee hired after October 1st of any year, who is retained after January 6 (Three Kings Day) or recalled within sixty (60) days after Three Kings Day, must work thirty (30) days in the ninety (90) day period commencing with the first day worked after Three Kings Day to obtain seniority.
- c. Employees hired for permanent position prior to October 1, will continue to accrue seniority credit through the months of October, November, December and during the period up to the Friday following Three Kings Day. Said employees must qualify as detailed herein to gain seniority.

ARTICLE 17 – TEMPORARY COVERAGE EMPLOYEES

- a. The Company may use temporary employees for coverage during short term volume surges, peak season, vacation, holiday, and leaves of absence as permitted by this Agreement as well as absence for non-permanent disabilities. The use of cover employees will be on a temporary basis as defined in this Article and not for the purpose of circumventing the terms of this agreement.
- b. It is understood that the first opportunity for temporary bargaining unit positions shall be given in the seniority order to the existing seniority part-time employees in the building who are qualified to perform such job, In filling these positions, said employees must meet the minimum qualifications set forth by the Company for said position.
- c. Part-time cover employees shall continue to accrued part time seniority and shall have the right to bid on all available full-time positions. When cover work no longer exists in a Center, the seniority cover employee will immediately revert back to the regular part-time job with all part-time seniority.
- d. In the event that no existing seniority part-time employee is available to fill the temporary coverage need, the Company will have the right to hire outside temporary employees.
- e. The vacancy created by the part-time temporary coverage employee will be filled by a temporary outside hire.
- f. Any part-time employee working in a temporary coverage position continually (forty-five (45) of fifty-two (52) weeks) in any twelve (12) consecutive month period, who then works in the same coverage classification thirty (30) days within the next three (3) months, shall be given seniority in the classification **he was they were** covering. Classification seniority shall revert back to the first day of the twelve (12) month period for purposes of layoff, job bidding and job assignments, however, any additional benefits resulting from gaining seniority in that classification shall commence at the completion of the thirty (30) days.

g. When any outside hire is used in a temporary coverage position, and works thirty (30) days in the first three (3) months subsequent to working continually (forty-five (45) of fifty-two (52) weeks) in any twelve (12) consecutive month period, such position will be made available as a permanent position to existing seniority part-time employees in accordance with this Agreement, and if not bid, such outside hire will be given seniority from the first day worked of the thirty (30) in the three month period.

h. Seniority part-time employees performing temporary coverage will not accrue working day credits towards seniority for the temporary classification being filled, except as described in paragraph f above. For non driving positions, such employees will be paid the applicable current "All Other" starting rate in accordance with National Master Article 22, or the part-time employee's current rate, whichever is greater. For driver coverage positions, such employees will be paid the applicable current starting rate for air drivers in accordance with National Master Article 40, or the part-time employees' current rate, whichever is greater.

i. All outside temporary cover employees will receive the applicable current starting rate for the classification in which they perform, and will not accrue working day credits toward seniority except as described in paragraph g above.

j. Temporary coverage drivers.

1. The Company will make every reasonable effort to qualify the number of seniority employees necessary to handle expected temporary cover driver positions from those existing seniority employees who have expressed an interest in such positions. Such qualification procedures shall be the same as a driver and include the normal driver orientation and thirty (30) day probationary period to be eligible for the qualified list. Driver coverage positions will be offered in building seniority order to those on a single qualified list and assigned in reverse order of seniority order to those on a single qualified list and assigned in reverse order of seniority when

necessary. No cover driver may be used if any seniority driver is on layoff and elects to work.

2. Cover drivers shall be entitled to the same guaranteed hours as the least senior driver in the center in accordance with Article twenty-three (23).
3. Seniority employees working as cover drivers shall be compensated for holiday, vacation, and sick leave under the same calculation as the senior driver in the center in accordance with the applicable Articles of this Agreement.

ARTICLE 18 – SENIORITY

SECTION 1 – DEFINITION

The right of seniority is defined as an employee's time of service within the contracting unit, by center and job classification.

SECTION 2 – APPLICATION

- a. The right of seniority will prevail in the assigning of vacations, reduction of work force, reemployment, advancement, advancement to a higher paying classification, job selection for permanent vacancies, and start time as specified by this Agreement.
- b. When a non paid personal day off is requested and granted, it shall be offered in seniority order by center and classification in the following manner:
 1. Employees interested in such a day off shall request from **his their** supervisor the same in writing three (3) working days prior to the day in question.
 2. The supervisor will respond to the employee's request by the end of the employee's next working day.

3. The senior employee making such request will be awarded the available day.

c. In the event that unassigned work of an unexpected nature is available, in order to meet necessary service commitments, the employer will first offer the work to the most senior employee in the center available at that time. If the work is offered and refused by senior employees, the most junior employee available will perform the work. Once the work is assigned it remains assigned until completed.

SECTION 3 – LOSS OF RIGHT OF SENIORITY

An employee will lose **his their** right of seniority and employment under any of the following circumstances:

a. Voluntary resignation

b. Discharge for just cause

c. Unemployment for a period of **his their** employment up to three (3) years.

d. Failure to report to work within five (5) working days after the Company has notified the employee at **his their** last address, or failure to bring to the Company within five (5) working days of the notification, satisfactory reasons why **he they** cannot report to work.

e. Work or non work-**l**related illness or injury for more than two (2) years.

f. Not being part of the contracting unit.

g. After having been notified, failure to report to work or to answer the call four (4) days during a regular month without just cause or excuse.

h. Unauthorized leave of absence.

SECTION 4 – LIST OF EMPLOYEES BY SENIORITY

The Company will prepare a list of employees by seniority by center and classification, and will post the list on the bulletin board. A copy will be sent to the Union and to the delegates. Changes will be updated every January. Once the list is posted for 30 days and not protested, it shall be deemed correct by all parties.

SECTION 5 – NOTIFICATION

The Company will furnish the Union within ten (10) days after new employees obtain seniority, with the name, social security number, and classification of all new employees, as well as the date these employees began to work. The Union will be notified in the same way as to all non disciplinary terminations within ten (10) days after separation from work.

SECTION 6 – REDUCTION FOR ECONOMIC REASONS

When the Company finds it necessary to reduce personnel for economic reasons or lack of work, they will do it in the following order: layoff will be given to those employees with the least seniority in the Company in the classification of the affected center. For purpose of layoff, union delegates will be considered as having the highest classification seniority within their assigned center.

SECTION 7 – NOTIFICATION OF LAYOFF

- a. In cases of layoff whereby the Employer reasonably expects the length of layoff to exceed ten (10) work days, the affected employees will be notified at least five (5) working days before the date of intended layoff. In cases where the layoff is for less than ten days written notification will given upon request
- b. Agreed upon notices of layoff do not apply during an emergency. An emergency occurs where conditions exist such as storms, flood, fire, destruction, strikes, airport closures, non-arrival of incoming aircraft or aircraft

arrivals too late to effectively dispatch, acts of Nature or similar catastrophes that are beyond the Employer's control. At the conclusion of such emergency, report to work notice will be issued to the employees in seniority order by classification on basis, and in the order, which will provide for the Employer's best interest in returning to a normal operating schedule.

SECTION 8 - THE RIGHT TO CLAIM POSITIONS

- a. In the event of a reduction of personnel due to economic reasons or lack of work, for periods of ten (10) work days or less, the affected employee will use, as **his their** first alternative, **his their** seniority right in the center in **his their** work classification to claim a position within the same classification occupied by an employee with the least classification seniority.
- b. If the affected employee cannot claim the position of an employee within the same classification, **he they** can use **his their** Company seniority in another classification in the center to displace the employee with the least Company seniority, provided that **he is they are** qualified to perform the job of the junior employee in the other classification. Drivers shall be considered qualified to perform pre-load and sort duties whether or not they previously worked in such operations.
- c. In the event a full-time employee cannot displace the least senior employee in another classification in **his their** same center, **he they** can elect to displace the least senior part-time employee within **his their** center, providing **he has they have** more **eCompany** seniority. The full-time employee that has elected to bump into part-time will be paid at that classification rate in accordance with **his their** seniority and guaranteed four (4) hours pay per day.
- d. In cases of layoff whereby the Employer reasonably expects the length of layoff to exceed ten (10) work days, if the affected employee is unable to claim a position within **his their** same classification in **his their** same center and can not replace a junior employee in another classification, then such employee shall have the right to displace the least senior employee in **his their** classification on

the Islands of Saint Thomas or Saint Croix, as applicable, provided **he has they have** more Company seniority.

e. In order for a laid off employee to displace into skilled position, or technical position involving the use of computers, the employee must be pre-qualified.

f. As soon as the work in the displaced employee's original classification in **his their** original center becomes available, the displaced employee must return to **his their** original classification.

SECTION 9- NOTIFICATION OF REEMPLOYMENT

a. When it becomes necessary to increase the workforce, or new or vacant positions become available, the employee laid off for economic reasons or for lack of work will be called according to their Company seniority within their center classification, if it is within these classifications the increase or new or vacant positions exist.

b. When the Company decides to increase the work force in a classification for which existing laid off employees do not have seniority, and these employees were not able to exercise their seniority as defined in paragraph "a" above, if qualified, such employees will have the right to exercise their seniority and claim such vacant or newly created position. The employees will be required to present their claim for such work to the Company.

c. In cases of layoff of ten (10) work days or more, the Company will notify those employees to be re-employed with at least five (5) working days notice before the date on which they will be required to begin work. The notification will be in writing, hand delivered and acknowledged by signature or by a delivery system with a return receipt requested and will be sent to the last known address of the employee. The acknowledgement of receipt will be evidence of said notification. A copy of the same notification will be sent to the Union and Delegate. The employee notified of re-employment will report to work in at least five (5) working days from the date in which they received notification of re-employment.

ARTICLE 19 – JOB CLASSIFICATIONS

SECTION 1 – CLASSIFICATIONS

Job classification shall be by full and part-time, and shall consist of air driver, lead clerk, clerk and all other.

SECTION 2 – ASSIGNMENT OF WORK

- a. Employees will work as assigned, and may be required to work in more than one classification within any work. Except combination jobs as provided for in National Master Article 40, when an employee works in another classification with a higher rate of pay than the position he they normally occupies, the higher rate of pay will be paid in accordance with his their seniority, and if he they works in a classification with a lower rate of pay, he they will be paid the rate of pay he they normally receives in his their classifications.
- b. When opening and closing of the facility is not accomplished by supervisory personnel, it will be assigned as a regular duty to a clerical employee the Company determines is in the best position to expeditiously and economically accomplish such task within the course of normal duty. When that employee is absent, the clerical employee with the earliest start time will be assigned opening duties, the clerical employee with the latest start time will be assigned closing duties. In case of emergency where no clerical employee is available, such duties will be offered in seniority order to full-time drivers, or if necessary, assigned in reverse seniority order.

SECTION 3 – JOB VACANCIES

- a. When a new full-time permanent opening or vacancy occurs in any job classification, employees with at least six (6) months of seniority shall have the right to select such opening in seniority order by signing the job vacancy bid.

- b. A permanent vacancy or opening shall be defined as a job that has been vacated by another employee, one that the Employer knows is going to be a regular position, and one that has been in effect for thirty (30) working days within a period of forty (40) consecutive working days outside the months of October, November, and December. Pending the job becoming permanent and the operation of the job selection procedure, the employer shall have the right to assign any employee to perform the work on a temporary basis or hire a temporary employee.

- c. The Company will notify employees of vacant full-time permanent vacancies by placing such notifications on designated bulletin boards. Interested employees will sign a list indicating their interest in the vacancy. Said list will remain posted for a period not to exceed seventy-two hours. Said notification will only be posted to the original open position and not for vacated positions left open as a result of the move. The vacated position may be filled by the Company by hiring a new employee.

- d. An employee bidding to a new job classification must be qualified to perform the job.

SECTION 4 - PART-TIME EMPLOYEES

- a. Part-time employees are defined as employees not otherwise regularly employed, who when reporting to work as scheduled, shall be guaranteed a minimum of three (3) hours.

- b. Part-time employees with at least six (6) months seniority shall have the right to bid full-time permanent job vacancies. Such part-time employee will only be awarded the job if no other full-time employee within bids the job.

- c. Permanent part-time job openings shall be filled by the Company by hiring new employees.

ARTICLE 20 - EXAMINATION AND IDENTIFICATION FEES

SECTION 1

- a. Physical, mental, or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided however, the Employer shall not pay for any time spent in the case of applicant for jobs, but shall be responsible to other employees only for time spent at the place of examination or examinations where the time spent by the employee exceeds two (2) hours, and in that case only for those hours in excess of said two (2). Examinations are to be taken at the employee's home area and are not to exceed one (1) in anyone (1) year, unless the employee has suffered serious injury or illness within the year. Employees will not be required to take an examination during their working hours unless paid by the Employer for all time spent. Employees shall be given reasonable notice of date of examinations. The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has ~~been~~ been done to an employee, have said employee re-examined at the employee's expense. If the two (2) physicians disagree, the Employer and the Union shall mutually agree upon a third physician within ten (10) working days, whose decision shall be final and binding on the Employer and the Union and the Employee. Neither the Employer nor the Union will attempt to circumvent the decision of the third physician and the expense of the third physician shall be equally divided between the Employer and the Union.
- b. A driver who is judged medically unfit to drive, but is considered physically fit and qualified to perform other inside jobs will be afforded the opportunity to displace the least senior full-time or part-time inside employee at such work, providing such inside employee has less Company seniority, until he they can return to his their driving job. While performing the inside work, the driver will be paid the appropriate rate for that job in accordance with his their seniority. If no full-time or part-time inside position is available, the Employer will meet with the Local Union to develop a job, if possible, out of available work.

SECTION 2 - IDENTIFICATION

Should the Employer find it necessary to require employees to carry out or record full personal identification, such requirement shall be complied with by the employees. The cost of such Personal identification shall be borne by the Employer.

ARTICLE 21 – GENERAL DISPOSITIONS

SECTION 1 – TIME PERIOD`

When an employee is required to punch a time clock, **he they** will be paid all time from the scheduled start time, or actual report time if later, until the approved time **he they** clocks out. It is understood that the **eCompany** may implement other means of recording time worked by an employee, but regardless of the means used by the Company to record time worked by employees, no employee will be paid less than the actual time worked from **his their** scheduled starting time, or report time if later, and **his their** approved finish time, providing the employee utilizes the proper procedures for such pay.

SECTION 2 – CONTRACT PRINTING

- a. The Employer agrees to pay the cost of printing of the Supplemental Collective Bargaining Agreement (SCBA) in sufficient quantity for distribution of one copy to each bargaining unit member currently covered and one copy to each new member hired during the term of this Agreement. The Employer will also provide the Secretary Treasurer with five (5) additional copies.
- b. The pages of such printed SCBA will not be larger than four (4) inches by six (6) inches and the print quality will be easily readable. Copies will be available for distribution within two calendar months of ratification of the Master and Supplemental Agreements.

SECTION 3 – GROOMING AND APPEARANCE

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

SECTION 4 - REQUESTED REPORTS

Copies of Company forms or documents signed by an employee pertaining to equipment accident write-ups, accident reports, injury reports, evaluation of performance, or disciplinary actions will be furnished to the employee upon **his** **their** request.

SECTION 5 - MANAGEMENT / EMPLOYEE RELATIONS

- a. 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 Company interest. It is understood that the Employer shall not overly supervise employees in the performance of their duties. If a supervisor assists a driver during an O.J.S., that day will not be used in determining a fair day's work.
- b. It is further agreed that management – employee relations will be maintained in an atmosphere of mutual respect and courtesy.

ARTICLE 22 – LEAVE OF ABSENCE

SECTION 1 - REGULAR LEAVE

Any employee desiring leave of absence from employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be secured from both the Union and Employer. During the period of absence the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Except as provided for in Article 18 of this

Agreement, inability to work because of proven sickness or injury shall not result in the loss of J seniority rights. The employee must make suitable arrangements j for the continuation of Health and Welfare and Pension payments; before the leave may be approved by either the Local Union or 1 the Employer. 1

SECTION 2 - SPECIAL LEAVE

- a. An employee shall be permitted to take a leave of absence t for the purpose of undergoing treatment of an approved program for alcoholism or drug abuse. The leave of absence must be requested prior to the commission of any act subject to disciplinary action. Such leave of absence shall be granted on a one-time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement.

- b. While on such leave the employee shall not receive any of the benefits provided by the National Master or this Agreement, except the continued accrual of seniority, nor does this provision amend or alter the disciplinary provisions. However, if the article in the National Agreement covering this type of leave subsequently has provisions that exceed this section of this article relative to benefits, then such provisions in the master shall prevail.

SECTION 3 - MIITARY LEAVE

To be covered under Master Agreement.

SECTION 4 - FUNERAL LEAVE

To be covered in Master Agreement

SECTION 5 - FAMILY LEAVE

The Company acknowledges that the Family Leave Act applies to its US Virgin Islands Operations in accordance to said law.

ARTICLE 23 – HOURS OF WORK

SECTION 1 – REGULAR WORKING WEEK

a. The regular work week for full-time employees will consist of any five consecutive days within seven. A designated percentage of seniority employees as specific below, who are put to work the first full work day of a regular work week, will be afforded the opportunity of working a minimum of thirty (30) hours, thirty-five (35) hours, or forty (40) hours during the week. The guarantees shall not apply:

- 1) To the weeks of Christmas and New Years.
- 2) To a week that involves layoffs because the week has a non-contractual holiday which results in business closures or volume reduction.
- 3) To an employee who fails to work a schedule work day during the week, or who is suspended or discharged for just cause.
- 4) To a laid off employee who does not exercise his their seniority to obtain available work.
- 5) When there are conditions beyond the Employer's control such as fire, flood, destruction, strikes, storms, airport closures, acts of Nature, or failure of incoming aircraft to arrive, and these conditions cause a curtailment of all or pan of the Employer's operation.

b. The level of guaranteed hours will be provided as follows

1) DRIVERS

Center	Total % Guarantee	% At 30 Hrs	% At 35 Hrs	% At 40 Mrs.
ST. Thomas	100	25	25	50
ST. Croix	100	30	30	40

2) FULL-TIME CLERKS

Center	Total % Guarantee	% At 30 Hrs	% At 35 Hrs	% At 40 Hrs.
ST. Thomas	100	25	25	50
ST. Croix	100	30	30	40

SECTION 2 – OVERTIME

- a. The hours worked in excess of eight (8) hours per day or in excess of forty (40) hours per week will be paid at time and one half (1 1/2) the employee's straight time hourly rate.
- b. When the opportunity to work in excess of eight (8) hours a day arises, if the work to be done is already assigned, the opportunity to complete the work will be given to the employees already assigned the work. When the work is not assigned, the opportunities to work will be given to employees according to seniority in the classification within the center to which the work corresponds.
- c. Where there exists the opportunity to work overtime during free days and holidays, the right of seniority will prevail in the classification where the opportunity arises, provided senior employees have the job knowledge.

SECTION 3 – FRAGMENTATION

Unless as otherwise provided for in this Agreement hours shall be consecutively worked and neither the work day nor the work week will be fragmented.

SECTION 4 – MEAL PERIOD

- a. The Company will give to each full-time driver up to one half (1/2) hour non paid time for lunch. The period assigned for lunch will commence not before the conclusion of the fourth (4th) hour, nor after the commencement of the seventh (7th) consecutive hour of work.

- b. The Company will give to each full-time clerk up to one (1) hour non paid time for lunch. The period assigned for lunch will not commence before the conclusion of the second (2nd) hour, nor after the commencement of the seventh (7th) consecutive hour of work.
- c. The Union and the Company agree that if any of the Company's employees, after having been warned of the dear Company policy that they have to enjoy their meal periods pursuant to the Collective Bargaining Agreement, work during said periods knowing they should not do so, they will not have the right to claim said periods as worked since they were not authorized to do so. Any work done during these periods shall not constitute time worked unless employees have been ordered in writing by management to work during said periods.

SECTION 5 - DELAYED START TIME

It is understood that occasionally the inbound volume can be delayed due to acts of Nature, such as weather problems or other delays such as mechanical problems with the aircraft. If the project delay is to exceed thirty (30) minutes the Company reserves the right to adjust the starting times for all affected employees according. The Company will make effort to notify all employees who have furnished the Company with a phone number as soon as is reasonably practical up to three (3) hours in advance, but in no case less than ninety minutes in advance. The starting time will be delayed a minimum of thirty (30) minutes and maximum of three (3) hours.

SECTION 6 - PAYCHECK

- a. Wages for properly selected vacations, in all instances, will be paid to the employees no later than the workday prior to their vacation. Other shortages or overages involving more than fifty dollars (\$50.00) for full-time employees, and twenty-five dollars (\$25.00) for part-time employees, will be

corrected the next workday. All other errors will be corrected on the following weekly paycheck.

- b. All economic claims for which the Company has agreed to pay will be properly paid within two weeks from the date the claim award was made.
- c. All employees covered by Agreement shall be paid for all times spent in service of the Employer.
- d. The Union will designate a single Credit Union in which employees may participate. The Employer agrees to deduct certain specific amounts each week from the wages of those employees who have given the employer written notice to make such deductions. The Employer will remit amounts deducted to the applicable Credit Union once each month. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee's earnings shall be less than the amount authorized for deduction.

ARTICLE 24 - VACATIONS, HOLIDAYS, SICK LEAVE, HEALTH COVERAGE, PENSION & CHRISTMAS BONUS

SECTION 1 - VACATION

a. Vacation schedules

- 1) Vacation schedules shall be posted by center on December 1st of each year of this Agreement, and remain posted for two (2) weeks for selection of vacations for the following calendar year. The Employer will schedule vacations in relation to expected volume and employee staffing.
- 2) The employees in the top fifty (50%) percent of the seniority list will select their vacations, by center by seniority, during the first week of posting, and if they choose, elect pay for the third earned week of vacation. The selection of vacation, or pay in lieu thereof, will continue with the second fifty (50%)

percent, by center by seniority, selecting during the second week of posting. If pay is elected for the third earned week of vacation in lieu of vacation the employee will be compensated on the Friday before Christmas of the vacation year.

- 3) Any employee who fails to select **his their** vacation during the assigned period will wait until the selection process is completed and will then select from remaining open weeks. Any employee failing to select **his their** vacation by the end of the posting period will be assigned **his their** vacation by **his their** Manager. In such cases, however, the manager cannot assign pay in lieu of vacation. In case of disagreement between the Company and the employee, the Company has final authority to schedule the vacations of its employees.

b. Monthly accumulation

- 1) Seniority employees on the active payroll as of July 31st, 2002, who have less than five years of employment with the Company as of December 1st, 2002, will be credited with two (2) weeks paid vacation to be taken in the calendar year of 2003, provided such employee worked eighty (80%) percent of the paid days available between December 1st, 2001 and November 30th, 2002. Thereafter, such employees will accumulate ten twelfths (10/12) of a day for paid vacation for each month the employee works at least 120 hours between December 1st and November 30th of each year (for purposes of this Section paid vacations, paid holidays and paid union leave count as days worked). Such earned vacations will be taken each subsequent calendar year. Only one year's earned vacation can be taken in each calendar year.
- 2) Seniority employees on the active payroll as of July 31st, 2002, who have more than five years of employment with the Company as of December 1st, 2002, will be credited with three (3) weeks paid vacation to be taken in the calendar year of 2003, provided such employee worked eighty (80%) percent of the paid days available between December 1st, 2001 and November 30th, 2002. Thereafter, such employees will accumulate one and three/twelfths (1 3/12) of a day for paid vacation for each month the employee works at least

120 hours between December 1st and November 30th of each year. Such earned vacations will be taken each subsequent calendar year. Only one year's earned vacation can be taken in each calendar year.

- 3) Seniority employees on the active payroll as of July 31st, 2002, who have more than fifteen years of employment with the Company as of December 1st, 2002, will be credited with three (4) weeks paid vacation to be taken in the calendar year of 2003, provided such employee worked eighty (80%) percent of the paid days available between December 1st, 2001, and November 30th, 2002. Thereafter, such employees will accumulate one and two-thirds ($1 \frac{2}{3}$) of a day for paid vacation for each month the employee works at least 120 hours between December 1st and November 30th of each year. Such earned vacations will be taken each subsequent calendar year. Only one year's earned vacation can be taken in each calendar year
- 4) Seniority employees hired after July 31st, 2002 with at least twelve months, but less than twenty-four months of employment with the Company by December 1st of any year, will be credited with five twelfths ($1 \frac{3}{12}$) of a day paid vacation for each month the employee works at least 120 hours between December 1st and November 30th of each year. Such earned vacation will be taken each subsequent calendar year. Only one year's earned vacation can be taken each calendar year.
- 5) Seniority employees hired after July 31st of 1997 who have at least twenty-four months of employment with the Company by December 1st of any year will be credited with ten twelfths ($10/12$) of a day paid vacation for each month the employee works at least 120 hours between December 1st and November 30th of each year. Such earned vacation will be taken each subsequent calendar year. Only one year's earned vacation can be taken each calendar year.
- 6) A seniority employee hired after July 31st, 1997 who has less than than twelve months employment with the Company on December 1st of any year will not be able to select vacation until the second December of

employment. Vacations selected will occur in the second full calendar year of employment.

c. Compensation for vacation

Full-time employee's vacation will be paid at the employee's current hourly rate, times the average hours worked per day in the previous calendar month up to a maximum of nine (9) hours straight time. Vacation for part-time employees will be paid at the rate of four (4) hours per day at their current rate of pay. Vacations will be considered time worked for all purposes of this Agreement, except for the calculation of overtime, and if a named contractual holiday falls within the vacation period, the employee will be paid the holiday.

SECTION 2 – HOLIDAYS

a. The following are to be considered named contractual holidays. Full-time seniority employees will be paid eight (8) hours straight time, and part-time seniority employees will be paid four (4) hours straight time at their current rate of pay, regardless of the day of the week on which the holidays occur.

New Years Day	January 1
Three Kings Day–St. Croix	January 6
Martin Luther King Jr.	Third Monday of January
Carnival Day–St. Thomas	As occurs yearly
Good Friday	As occurs yearly
Memorial Day	Last Monday of May
USA Independence Day	July 4
Labor Day	First Monday of Sept.
Thanksgiving Day	Fourth Thursday of Nov.
Christmas Day	December 25

b. These holidays shall be in addition to any new Holiday to be provided by the National Master Agreement.

- c. All seniority employees on the payroll as of July 31st, 1997, shall receive five (5) personal holidays each calendar year.
- 1) St. Thomas employees shall be paid on the following days for three (3) of the personal days: Friday after Thanksgiving, Martin Luther King's Day, and Presidents Day. Compensation shall be in accordance with Section 2a above.
 - 2) St. Croix employees shall be paid on the following days for three (3) of the personal days: Martin Luther King's Day, President's Day, and Friday after Thanksgiving. Compensation shall be in accordance with Section 2a. above.
 - 3) The fourth and fifth personal days for employees on both Islands can be requested from their Supervisor at least seven (7) calendar days in advance of the day desired. The supervisor will reply to their requested by the end of the next workday.
- d. All seniority employees hired after July 31st, 1997, shall receive two (2) personal holidays each calendar year. The personal holidays shall be selected in December for the following year at the time of and in conjunction with vacation selection.
- e. Pay for work performed on any of the holidays in Section 2a. and c. above will be governed by National Master Article 40.
- f. All contractual named holidays in Section 2a. above not worked, will be paid at the above mentioned rates to seniority employees who report to work the last scheduled working day before and first scheduled work day after the holiday. This requirement is not intended to included absences of less than thirty (30) days, but of at least three (3) days duration due to proven illness or injury; to lack of work resulting in layoff effective within five (5) working days of holiday; or other absences authorized by the eCompany or by this Agreement.

g. When holidays coincide with or in between vacation, both will be paid. If a holiday falls on a selected vacation week the holiday pay shall be included with the vacation pay.

SECTION 3 – SICK LEAVE

a. On January 1st of each year of this Agreement, all seniority full-time employees who have at least twelve months of service with UPS will be credited with up to seven (7) days sick leave, at the rate of seven **twelve twelfth** (7/12) of a day for each month the employee worked at least 120 hours in the prior calendar year.

b. Credited sick days must be used when the employee is absent due to non-work-related illness or injury, or absence due to the illness of the employee's spouse, child, or parent. Available sick leave must be used in cases **were where** disability income begins on other than the 1st day of absence. Paid sick time cannot be deferred and cannot be used to extend vacation periods of weekends.

c. Unused sick leave will be paid to the employee on the Friday preceding Christmas of each year.

d. Full-time sick leave will be paid at the employees' current rate at eight (8) hours per day.

e. An employee who is absent for more than two (2) days consecutively due to illness must prove same through a medical certificate, if requested by management, in order to have the right to collect for the days on which **he was they were** absent.

f. All employees who are absent as a result of work-related illness or accident, must report, instantly, to the doctors that the Company selects. Those doctors shall have the right to give treatment to the employee for the time permitted by law. The doctors selected by the Company will have the authority to determine when the employee can return to work.

g. Seniority employees with perfect attendance for the twelve-month period beginning December 1st through November 30th will be awarded a bonus of \$ 100.00

SECTION 4 - HEALTH COVERAGE & PENSION

The Employer agrees to continue to provide health coverage, including disability income protection, currently in effect through the UPS Health Program; and agrees to continue to provide pension coverage currently in effect through the UPS Pension Plan, U.S. V.I. for all employees covered by and for the term of this Agreement. The Company agrees to have a management person responsible to address the current issues with the medical plan. Other service carriers may be evaluated.

SECTION 5 - GUARANTEE FOR INJURY

Any seniority employee injured on the job and having to be taken to a hospital or a medical clinic for treatment, or after having had such treatment is relieved to go home, shall suffer no loss in pay for the day affected. Full-time employees shall be paid at their current hourly rate, times the average hours worked per day in the previous calendar month, up to maximum of eight (8) hours, and part-time employees shall be paid three (3) hours.

SECTION 6 - POSITION PROTECTION

a. Upon returning to work, a seniority employee who had been absent as a result of injury, illness, vacation, or approved leave of absence, other than for military leave, shall retain for a period of up to twenty-four (24) months **his** **their** regular position of work, if such work is still in existence. If such regular work is not in existence, such employee will be allowed to exercise **his** **their** seniority to displace the employee with the least Company seniority in **his** **their** classification, if existing, and if not existing, to displace the employee

with the least **eCompany** seniority in a classification for which **he is they are** qualified. Return from military leave will be in accordance with applicable law.

b. Upon returning to work from approved absences **grater** **greater** than twenty-four (24) months, other than for absences resulting from illness or injury, the employee shall be entitled to displace the employee with the least Company seniority in **his their** classification, if existing, and if not existing to displace the employee with the least **eCompany** seniority in a classification for which **he is they are** qualified.

SECTION 7 – CHRISTMAS BONUS

All Current employees who have worked ~~more~~ 1,400 hours or more between Oct 1st of the prior year and September 30th of the current year will receive a Christmas bonus ~~of \$ 100.00~~. Starting 2023, the Christmas bonus will be \$200. Each year following until 2027, an additional \$100 will be added to reach a final bonus of \$600.

ARTICLE 25 – SUPERVISORS WORKING

The work of supervisors will not include assignment of work normally performed by union members except for the purpose of training, demonstration. Supervisors will not perform union member's work until after all reasonable efforts have been exhausted to have the work covered. However, in cases of unexpected absentees or to prevent service failures, supervisors may perform such union member's work as necessary to complete that day's (or nights) schedule.

ARTICLE 26 – WAGE SCHEDULE

SECTION 1 – WORK IN OTHER CLASSIFICATION

a. An employee may be required to work in more than one job classification within any **workday**. Except combination jobs as provided for in National

Master Article 40, when an employee works in another classification with a higher rate of pay than the position, **he they** normally **occupies occupy**, the higher rate of pay will be paid, and if **he they** works in a classification with a lower rate of pay, **he they** will **be** paid the rate of pay **he they** normally receives in **his their** classification.

b. In layoff situations, when a full-time employee displaces a full or part-time employee in another classification, the employee will be paid the appropriate rate for that classification in accordance with **his their** seniority.

Section 2 – Wage Schedule

a. Air Driver

1) Effective upon ratification, all air drivers will receive the appropriate wage rate as provided for in National Master Article 40. For purposes of calculating Article 40 percentages of progression, the prevailing package driver rate to be used in effect **July 31, 2002 is \$23.07 per hour.**

2) Air drivers shall be entitled to future additional bonuses and profit share, if any, as provided for in the applicable Article in the National Master Agreement.

b. Lead Clerk

1) ~~When the Company designates a Current Lead Clerks position, the employee in that position will be paid in accordance with the skilled rate of a pre-loader/sorter~~ **in accordance with National Master Article 22,** and in accordance with their seniority, plus ~~ten (.10) twenty-five (25) cents per hour.~~ Future Company designated Lead Clerks, will be paid in accordance with National Master Article 22 and in accordance with their seniority, plus ten (.10) cents per hour.

2) Lead clerks assigned as of July 31, 2002, shall retain those positions until they vacate such position for any reason.

3) Lead clerks shall be entitled to future additional bonuses and profit share, if any, as provided for in the applicable Articles in the National Master Agreement.

4) Lead clerk shall not suffer any reduction of pay as a result of current National Master Article 22 Wage Schedules, and shall be "red circled" at their current rate of pay, and shall be entitled to future contract wage increase as provided for in National Master Article 22.

c. Full-Time Technical Clerk

1) Full-time clerks working in skilled positions such as those involving, extensive knowledge and use of computers and international systems, will follow the skilled wage and progression rate described as pre loaders/sorters in Article 22 of the National Master Agreement, plus increases as provided for in Article 22 of the National Master Agreement, plus additional future bonuses or profit share, if any, as provided for in the National Master Agreement. All seniority full-time clerks on the payroll as of July 31, 2002, will be classified as full-time technical clerks.

2) Full-time technical clerks shall not suffer any reduction of pay as a result of current National Master Article 22 Wage Schedules, and shall be "red circled" at their current rate of pay, and shall be entitled to future contract wage increases as provided for in Article 22 of the National Master Agreement.

d. Full-Time Clerk.

Full-time clerk working in positions other than those described in Section 2c.1) above will follow the wage and progression rate described as "All-Other" in Article 22 of the National Master Agreement, plus increases as provided for in Article 22 of the National Master Agreement, plus additional future bonuses or profit share, if any, as provided for in the National Master Agreement.

e. Part-Time Clerk and All Other

These employees will receive the wage and progression rate in accordance with National Master Article 22, "All Other", plus future additional bonuses and profit share, if any, as provided for in the National Master Agreement.

ARTICLE 27 – AGREEMENT TERMINATION

This Agreement shall become effective on August 1, 2008~~2023~~ and shall remain in full force and effect throughout the duration of the National Master Agreement and from year to year thereafter unless either party, sixty (60) days prior to the date of termination or any anniversary date, thereafter, give written notice of its desire to modify or terminate said Agreement.

In witness whereof the parties hereto have caused their names to be subscribed by their duly authorized officer, and representative.

For The Company

For The Union

~~/s/ Michael Dennis 08/01/08 /s/ German Vazquez 08/01/08~~

Signature Date Signature Date

~~/s/ David Rosa 08/01/08 /s/ Jose Rivera 08/01/08~~

Signature Date Signature Date