

**NATIONAL MASTER
UNITED PARCEL AGREEMENT
and
Metro Philadelphia
Local Unions
No. 326, 331, 384 and 676
Supplemental Agreement**



For the Period:

August 1, 2023

Through July 31, 2028

ARTICLE 46—ACQUISITION OF SENIORITY

SECTION 1

A new employee shall work under the provisions of this Agreement but shall be employed only on a trial basis, during which period they may be discharged without further recourse provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. Seniority shall be attained after working thirty (30) days in a ninety (90) consecutive day period, regardless of the thirty (30) days worked in a combination of Centers within the same building. The Company has the right to place this employee on the most available Center seniority list. After working thirty (30) days within a ninety (90) consecutive day period, the employee shall be placed on the seniority list and their seniority date shall be the first (1st) day worked of thirty (30) days worked.

If the employee has not successfully qualified within the thirty (30) day trial period, a fifteen (15) day extension can be granted by mutual agreement only.

Time worked from November 1st through the second (2nd) Friday in January of each year shall not accrue toward seniority. **For inside seasonal employees, time worked from October 15th through the second (2nd) Friday in January of each year shall not count toward seniority.** Any employee who is retained after the second (2nd) Friday in January or recalled within sixty (60) days after the second (2nd) Friday in January must work thirty (30) days in a ninety (90) consecutive day period commencing with the first (1st) day worked after the second (2nd) Friday in January. However, these employees hired prior to November 1st and retained after the second (2nd) Friday in January, will retain credit for the number of days worked prior to November 1st. **However, inside seasonal employees hired prior to October 15th and retained after the second (2nd) Friday in January, will retain credit for the number of days worked prior to October 15th.** These days retained will count toward the thirty (30) days worked in ninety (90) consecutive day period commencing with the first day worked after the second (2nd) Friday in January.

ARTICLE 47—STEWARDS

NO CHANGE

ARTICLE 48—LEAVE OF ABSENCE SECTION 1—TIME OFF FOR UNION ACTIVITIES

SECTION 3

Any driver whose been charged with a DUI/DWI or whose driving permit has been revoked is obligated to notify the Company ~~two(2) working days prior to the date of revocation~~ **before their next report to work.**

When a driver's permit has been revoked for reasons other than those for which they can be discharged by the Employer, leave shall be granted for such time as their permit has been revoked,

but not to exceed two (2) years. An employee whose driver's permit has been revoked, but for not more than two (2) years, shall be offered non-driving jobs where such jobs are available at the prevailing rate

of pay for the classification of work they perform. Said employee will not be permitted to replace another full-time employee, regardless of seniority, but they may displace the most junior part-time employee in their location or be offered work before it is assigned to new employees. In the event an employee shall suffer a suspension or revocation of their chauffeur's license because of a succession of local, state, or federal violations, caused by the employee complying, the Employer's instructions to them, the Employer shall provide employment for such employee at not less than their regular earnings at the time of such suspension for the entire period thereof subject, however, to the seniority and layoff provisions applicable to them at the time of such suspension. Successions referred to above shall not include any points or citations accrued toward suspension or revocation which are accumulated when the employee is not following Employer's instructions.

ARTICLE 49 GRIEVANCE PROCEDURE

SECTION 3– METRO PHILADELPHIA AREA PARCEL GRIEVANCE COMMITTEE

(a) The Metro Philadelphia Area Parcel Grievance Committee (hereinafter referred to as the MPAPGC) shall be composed of UPS representatives and one (1) Union Representative from each of the Local Unions 326, 331, 384 and 676.

(b) There shall be one (1) representative of UPS or their designee who will serve as Co-Chairman and one (1) representative Union or their designee who will serve as Co-Chairman.

(c) The parties agree that a person who may or may not be a member of the MPAPGC shall be mutually selected and designated to serve as Secretary. The Secretary, if not a member the MPAPGC, shall have no voice in making decisions and shall perform only the duties assigned to them by the MPAPGC. The Secretary shall docket cases, prepare the agenda, and mail a copy prior to the scheduled meeting of the MPAPGC to each member of the Committee and the Employer. The Secretary shall attend meetings to prepare and keep the minutes and mail copies of the minutes to the members of the MPAPGC and shall also mail copies of the decisions of the MPAPGC to all UPS representatives and Local Unions who are parties to this Agreement.

(d) A grievance to be heard by the MPAPGC must be put in writing and submitted to the Secretary ~~fifteen (15)~~ **ten (10) days** before the meeting of the MPAPGC. The parties further agree that no grievance or grievances shall be discussed except those which have been received by the Secretary of the MPAPGC ~~fifteen (15)~~ **ten (10) days** prior to the date of the meeting unless by mutual agreement. It is agreed that there shall be an equal number of representatives of the Unions and UPS on each panel that hears each case. The members of the panel are to be selected from the overall MPAPGC. The decision of the majority of the panel hearing the case shall be binding on all parties.

ARTICLE 50—SENIORITY

SECTION 3—FEEDER DRIVERS

(f) During peak season, sleeper runs that change shall be re-bid in seniority order, with only those runs that are affected. After peak season concludes, the employees will return to their original bid that they bid on in October.

(g) During weeks with a paid holiday, those scheduled sleeper teams affected, only, will rebid the affected runs in seniority order.

SECTION 5—GENERAL

(d) In the event of a newly created Article 22.3 job **or job vacancy**, the following bid procedure will apply. The new job shall be offered to other qualified 22.3 employees first. The open job created by this move will then be offered qualified part-time employees as outlined in Article 67. The bid will be limited to two (2) moves.

ARTICLE 51—DISCHARGE OR SUSPENSION

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 Union and Job Steward affected, except that no warning notice need be given to an employee before they are discharged if the cause of such discharge is calling an unauthorized strike or walkout, drunkenness, drinking during working hours (including lunch time) or being under the influence of liquor or drugs during working hours, or in the illegal possession of drugs, proven theft or dishonesty, unprovoked physical assault on their Employer or the Employer's representative during working hours or carrying unauthorized passengers in Employer's vehicle.

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice. Non-active time will not be included in the (9) month time frame.

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

All warning letters issued by the employer shall be deemed automatically protested by the Local Union on behalf of the employee.

ARTICLE 52—MEAL PERIOD-**NO CHANGE****ARTICLE 53—PAID FOR-****NO CHANGE****ARTICLE 54—WAGES AND HOURS****WAGE SCHEDULE**

Local Union Nos. 326, 331, & 384 & 676

| Classification | 8/1/23 | 8/1/24 | 8/1/25 | 8/1/26 | 8/1/27 |
|------------------------|----------------|----------------|----------------|----------------|----------------|
| Tractor Trailer Driver | <u>\$44.31</u> | <u>\$45.06</u> | <u>\$45.81</u> | <u>\$46.81</u> | <u>\$49.06</u> |
| Package Driver | <u>\$44.31</u> | <u>\$45.06</u> | <u>\$45.81</u> | <u>\$46.81</u> | <u>\$49.06</u> |
| Sorters & Pre-loaders | <u>\$44.09</u> | <u>\$44.84</u> | <u>\$45.59</u> | <u>\$46.59</u> | <u>\$48.84</u> |
| Center Clerks | <u>\$42.40</u> | <u>\$43.15</u> | <u>\$43.90</u> | <u>\$44.90</u> | <u>\$47.15</u> |

(a) Part-time Employees

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

| | |
|------|--|
| 2023 | <u>two dollars and seventy-five (\$2.75)</u> |
| 2024 | <u>seventy-five cents per hour (\$0.75)</u> |
| 2025 | <u>seventy-five cents per hour (\$0.75)</u> |
| 2026 | <u>one dollar per hour (\$1.00)</u> |
| 2027 | <u>two dollars and twenty-five (\$2.25)</u> |

(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 increases on the one-time longevity increases below.

(3) After the 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(\$0.50) per hour

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

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

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

For example, if an employee's date of hire is August 2, 2002, effective August 1, 2023 the employee will receive the two dollar and seventy-five cent (\$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.

Part-time employees still in progression on August 1, 2023, shall receive the above contractual increases and will be paid no less than what they are entitled to in accordance with the wage schedules in Article 22, Section 5 (b). The progression set forth in (b) below shall be applied effective August 1, 2023.

b) Newly hired part-time employees

All part-time employees who are hired or reach seniority after August 1, 2023, will be paid according to the following progression:

| | |
|--------------------------------|----------------|
| <u>Start</u> | <u>\$21.00</u> |
| <u>Twelve (12) months</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 (\$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.

Tractor trailer driver double bottoms ~~\$0.55~~ **\$0.65** per hour above present rate for less than double 40 ft. trailers. ~~\$0.72~~ **\$0.80** per hour above present rate for double 40 ft. trailers and above including triples.

Helpers to receive one hundred percent (100%) of "All Others" part time rate per hour (there will be no progression in this classification). Use of helpers will be restricted to November and December of each year.

SECTION 2

(a) No employee shall be required to complete a full-time progression more than one (1) time even if the employee transfers between full-time jobs except as set forth in this paragraph. The sole exception is when an employee is awarded a package car or feeder driver job and has not previously held a full-time

job which includes driving duties. In such event, the employee will have a break-in rate equal to the employee's current wage rate until six (6) months from the date the employee entered the job. The employee will then go to the prevailing top rate. A part-time air driver who has completed the Article 40 progression, bids a full-time inside job and then a driver job within two (2) years shall have the same break-in period.

(b) The progression for employees entering a package car driving, feeder, or other full-time job (other than an air driver or a job covered by Article 41 Section 3) after August 1, 2023, shall be as follows:

| | |
|--------------------------------|-----------------|
| <u>Start</u> | <u>\$23.00</u> |
| <u>Twelve (12) months</u> | <u>\$24.00</u> |
| <u>Twenty-four (24) months</u> | <u>\$25.00</u> |
| <u>Thirty-six (36) months</u> | <u>\$30.75</u> |
| <u>Forty-eight (48) months</u> | <u>Top Rate</u> |

Part-time employees on the payroll as of July 31, 2023, who subsequently are promoted to full-time employment under this paragraph will be red circled until such time as the calculated progression rate exceeds that rate. The transfer date will become their full-time start date for the purposes of applying the above progression.

If a part-time employee bids to a full-time position and the top rate of the classification is less than their current rate, the employee shall be placed at the top rate of the new classification immediately.

This Sub-section shall supersede any provision to the contrary in any Supplement, Rider or Addendum.

ARTICLE 55—HOLIDAYS

SECTION 1

(a) Seniority employees who meet the qualifications listed in this Article shall be paid at the straight time hourly rate for the following holidays:

| | |
|-------------------------------|------------------------|
| New Year's Day | Thanksgiving Day |
| <u>Martin Luther King Jr.</u> | Day after Thanksgiving |
| Memorial Day | Christmas Day |
| Fourth of July | December 31st |
| Labor Day | |

A new part-time seniority employee hired after date of ratification will be eligible for the above-named holidays after they have been on the payroll twelve (12) months.

A new seniority employee hired after the date of ratification or an existing employee who becomes full-time, will be eligible for the above-named holidays after they have been on the payroll six (6) months.

SECTION 3

In order to qualify for eight (8) hours of straight time pay for a holiday not worked, regular full-time employees must work the regular scheduled workday which had directly preceded ~~and~~ or followed the holiday. An employee shall only be paid for the holiday if they properly use an existing entitlement, cases of proven illness, proven injury or unless the absence is agreed to.

In cases of proven illness and proven injury, a regular full-time employee will be entitled to holiday pay of eight (8) hours straight time pay for each holiday recognized by this Agreement which occurs during the first thirty (30) calendar days following the onset of proven illness or the occurrence of the injury.

ARTICLE 56- VACATIONS-

NO CHANGE

ARTICLE 57—HEALTH AND WELFARE-

NO CHANGE

ARTICLE 59—PENSION

SECTION 2

For the duration of this agreement, the employer shall continue to contribute to the pension fund in the amount equal to the contribution rate as of July 31, 2023 (\$16.385). See Article 34 of the National Master Agreement.

ARTICLE 60—PART TIME EMPLOYEES

PENSION

UPS Part Time Pension Plan

(1) The UPS Pension Plan will be improved to provide monthly benefits for part-time employees not covered by Teamster Pension Plans as follows: The benefit formula in the UPS Pension Plan for current or future part-time employees who are participants will be increased effective August 1, 2004 to fifty-five dollars (\$55.00) for each year of past and future Credited Service to a maximum of thirty-five (35) years of Credited Service. The benefit formula in the UPS Pension Plan for current or future part-time employees who are participants will be increased solely for purposes 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 35 years of Credited Service. If a participant is in Covered Employment on August 1, 2008, they shall receive the sixty dollars (\$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 Services to a maximum of 35 years of Credited Service. If a participant is covered in Covered Employment on August 1, 2023, they shall receive the sixty-five dollars (\$65.00) benefit formula for the entire 2023 plan year.

The total monthly service pension benefit will be equal to the following provided the employee meets the Credited Service requirement.

~~\$2275~~ **\$2450** for retirement at any age after 35 years of part-time Credited Service

~~\$1950~~ **\$2100** for retirement at any age after 30 years of part-time Credited Service

~~\$1625~~ **\$1750** for retirement at age 60 with 25 years of part-time Credited Service

~~\$1325~~ **\$1450** for retirement at any age with 25 years of part-time Credited Service

(based on ~~\$53.00~~ **\$58.00** per year of Credited Service)

ARTICLE 61—DEATH IN FAMILY

SECTION 1

In case of death of an employee's spouse, mother, father, sister, brother, child, **brother-in-law, sister-in-law, father-in-law, mother-in-law, or stepchildren**, such employee shall be allowed not more than four (4) days off with pay for the express purpose of attending services for the deceased. An employee shall be paid for such days off if any of such four (4) days occur during the employee's regularly scheduled workweek and they would have had work opportunity during such days. If the four (4) days or any of them occur while the employee is otherwise compensated, such as for a paid holiday,

ARTICLE 62—SICK LEAVE-

NO CHANGE

ARTICLE 63—BREAKDOWNS AND IMPASSABLE HIGHWAYS-

NO CHANGE

ARTICLE 64—PAY PERIOD-

NO CHANGE

ARTICLE 65—UNIFORMS AND PERSONAL APPEARANCE-

NO CHANGE

ARTICLE 66—MAINTENANCE OF STANDARDS-

NO CHANGE

ARTICLE 67—PART TIME EMPLOYEES

1. Part-time employees are defined as employees who, when reporting to work as scheduled, shall be guaranteed a minimum of three and one half (3 1/2) hours. Should any part-time employee work beyond the fifth (5th) hour on their regular shift, they shall be compensated at the rate of one and one-half (1 1/2) their normal rate for all hours worked in excess of five (5) hours. Any employee working double shifts shall be guaranteed eight-(8) hours straight time pay.

Seniority Employees who work on a sixth (6th) report in any workweek shall be paid time and one-half (1 ½) their straight time hourly rate for all worked performed on that day provided such employee worked all their regular scheduled shifts during such workweek and has worked in excess of twenty-five (25) hours during their normal workweek. Seniority Employees who work on a seventh (7th) report in any workweek shall be paid time and one-half (1 1/2) their straight time hourly rate for all work performed on that day. ~~The work weeks for the purposes of this language will be from November 1st through the second week in January. Where a holiday falls in the above mentioned work weeks, that holiday will count as a report.~~

ARTICLE 68—AIR CONDITIONING-

NO CHANGE

ARTICLE 69—UNION COOPERATION-

NO CHANGE

ARTICLE 70—COMPLETE AGREEMENT-

NO CHANGE

LETTER OF UNDERSTANDING

March 25, 1982

I am writing this letter to set forth the understanding reached between my Company and your Union regarding certain conditions which shall apply during the life of the parties Collective Bargaining Agreement terminating July 31, 2028. Upon acceptance and execution of the proposed Collective Bargaining Agreement, the following conditions shall be in full force and effective during the life of that Agreement.

~~(4) It is agreed that during the January annual bid the current practice regarding area preference in Local Unions 384 and 676 will remain in place.~~

(4) It is also agreed that in all local unions ~~local 326 and 331~~ beginning in January of each year the company will post for bid all routes and starting times. This language will supersede all other language pertaining to an annual bid in package. These bids will be awarded within thirty (30) working days.

For clarification, Local 326 entitlements will replenish in January of each year. The Local 326 entitlement period runs January to December.

MILEAGE WORK RULES AND DELAY AGREEMENT

7. For mileage runs, the greatest numbers of trailers, based off their schedule, will be used to compensate all legs.
8. In the event a sleeper run is cut short after the start of a weeks LMA, the team will be offered available work in seniority order.