

Contract Proposals for the UPS National Master Agreement

ARTICLE 3. RECOGNITION, UNION SHOP AND CHECKOFF

Article 3 Sec 7(d) If it is determined at any step of the grievance and/or arbitration procedure that this Section, or a “supervisor working” provision in a Supplement, Rider or Addendum, has been violated, the aggrieved employee will be paid **ACTUAL HOURS WORKED AT TRIPLE TIME THE EMPLOYEE’S RATE OF PAY, BUT NO LESS THAN ONE HALF HOUR AT TRIPLE TIME THE EMPLOYEE’S RATE OF PAY PER INCIDENT.** If no aggrieved employee can be identified, the payment will be made to the grievant. **THE VIOLATING SUPERVISOR WILL ALSO PAY THE APPROPRIATE UNION DUES FOR THE WEEK OR MONTH IN ACCORDANCE WITH LOCAL DUES PRACTICE.** Such remedy shall be in addition to any other remedies sought by the Union in the appropriate grievance procedure.

If a Supplement, Rider or Addendum does not have a provision requiring notice to the steward when a supervisor works the following shall be incorporated: “In the event a supervisor does perform bargaining unit work, the Employer shall notify the appropriate shop steward as soon as possible.” **SHOULD THE COMPANY FAIL TO NOTIFY THE APPROPRIATE SHOP STEWARD, THE AGGRIEVED EMPLOYEE WILL BE PAID A MINIMUM OF THEIR GUARANTEE FOR THE SHIFT AT TRIPLE TIME.**

EXCEPT WHERE PROHIBITED BY LAW, ANY BARGAINING UNIT EMPLOYEE SHALL BE PERMITTED TO USE VIDEO RECORDING TO DOCUMENT ANY VIOLATION OF ARTICLE 3, SEC. 7 PURSUANT TO A GRIEVANCE.

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

ARTICLE 4. STEWARDS

Job Stewards, or designated alternates, shall be allowed to wear an identifying steward’s badge, provided by the Union, at all times ~~while on the Employer’s premises.~~

ARTICLE 6.

Section 6. Technology and Discipline

No driver shall be issued **ANY DISCIPLINE** based solely upon the above-mentioned systems without first having a verbal counseling session on an identical infraction (e.g. two seat belt violations). Any such discipline shall also comply with applicable Supplemental disciplinary procedures and requirements.

ARTICLE 10. LOSS AND DAMAGE

Section 1.

No employee shall be disciplined or required to make reimbursement for lost or damaged parcels unless the Employer demonstrates that the employee, without justification or mitigation, violated pertinent established rules or policies, the observance of which would have prevented the loss or damage. In no event shall a driver be subject to reimbursement for loss or damage to a Driver Release parcel valued at one **THREE** hundred dollars (~~\$100.00~~) (**\$300.00**) or less. The Employer will provide each driver a current list of all Driver Release Areas and all Non Driver Release Areas within that driver's area upon request. **THE EMPLOYER WILL INCORPORATE INTO THE DIAD WITHIN SIXTY (60) DAYS OF RATIFICATION A FUNCTION THAT SHALL ALERT THE DRIVER TO ANY PACKAGE VALUED OVER \$300.**

Section 3.

The Employer shall reimburse employees for **ALL** loss of personal money or personal property in a holdup or vehicular accident while on duty, up to a maximum of two hundred dollars (~~\$200.00~~) per employee, provided the employee promptly reports such holdup or vehicular accident to the Employer and the police, and cooperates in the investigation of such holdup or vehicular accident. Employees shall be paid for all time involved. However, reimbursement for cash loss shall be limited to one hundred dollars (~~\$100.00~~).

ARTICLE 8. NATIONAL GRIEVANCE PROCEDURE

Section 2. Work Stoppages

All grievances and/or questions of interpretation arising under the provisions of this National Master Agreement shall be submitted to the grievance procedure for determination. Accordingly, no work stoppage, slowdown, walkout or lockout over such grievances and/or questions of interpretation shall be deemed to be permitted or authorized by this Agreement except:

- (a) failure to comply with a duly adopted majority decision of the National Grievance Committee;
- (b) failure to make health & welfare and pension contributions in the manner required by the applicable Supplemental Agreements, Riders and/or Addenda; and,
- (c) nonpayment of established wage rates provided for in this Agreement, Supplements, Riders and/or Addenda.

(d) ANY UNILATERAL CHANGE TO WORKING CONDITIONS, INCLUDING BUT NOT LIMITED TO, INTRODUCTION OF NEW TECHNOLOGIES THAT IMPACT SAFETY, MEMBER PRIVACY OR THE REDUCTION OR ELIMINATION OF EXISTING BARGAINING UNIT JOBS OR ASSIGNMENTS, WITHOUT COLLECTIVE BARGAINING.

ARTICLE 11. WORK SCHEDULES

RECOGNIZING THE COMPANY'S NEED TO EXPAND OPERATIONS BEYOND A TRADITIONAL WEEKDAY SCHEDULE, ALONG WITH THE NEED FOR FAMILY TIME FOR EMPLOYEES, BOTH PARTIES AGREE TO THE FOLLOWING:

(1) ALL EMPLOYEES, WITH THE EXCEPTION OF THOSE CURRENTLY WORKING A SCHEDULE OF FOUR(4) TEN HOUR DAYS, SHALL HAVE A FIVE(5) DAY SCHEDULED WORKWEEK, CONSISTING OF MONDAY THROUGH FRIDAY, TUESDAY THROUGH SATURDAY OR SUNDAY THROUGH THURSDAY.

(2) NO EMPLOYEE SHALL BE FORCED TO WORK EITHER OF THEIR TWO UNSCHEDULED DAYS AT ANY TIME. THIS SHALL ALSO APPLY TO ANY EMPLOYEE ABSENT FROM A SCHEDULED WORKDAY FOR ANY REASON.

(3) ANY EMPLOYEE WHO VOLUNTARILY WORKS AN UNSCHEDULED DAY SHALL BE ENTITLED TO THEIR NORMAL DAILY GUARANTEE AS OUTLINED IN THIS AGREEMENT, OR IN THE APPLICABLE SUPPLEMENT, RIDER OR ADDENDUM. THEY SHALL RECEIVE DOUBLE TIME PAY FOR ALL HOURS WORKED ON THAT DAY.

(4) ALL ASSIGNED SCHEDULES SHALL BE DETERMINED BY SENIORITY, IN ACCORDANCE WITH THE APPLICABLE SUPPLEMENT, RIDER OR ADDENDUM.

(5) ALL SUNDAYS SHIFTS SHALL BE PAID AT DOUBLE TIME FOR ALL HOURS WORKED

ARTICLE 12. POLYGRAPH/TIMECLOCKS

Paragraph 3

The Employer shall not alter the information from the DIAD board, or information recorded through the use of any other technology, so as to diminish an employee's compensable time, without the employee's knowledge. Further, the Employer shall post for an employee's review, a copy of the PTE **TIMECARD** edits for each day. **A COPY OF THESE EDITS SHALL BE PROVIDED DAILY TO THE STEWARD OF EACH SHIFT.** No supervisor shall use a DIAD, or any other information recorded through the use of any other technology, under the name of an hourly employee unless the employee is present. This includes for the purpose of training and demonstration.

Paragraph 6

Upon request by an employee, steward or Local Union to a Company supervisor or their designee, the Employer shall provide copies of ODS messages. When such request is made on the same day **WITHIN 48 HOURS OF** the transmission(s) **BEING** sent, the operating center shall provide the printed copy of the transmission(s) **IMMEDIATELY**. When such request is made after the day **MORE THAN 48 HOURS AFTER** the transmission(s) were sent, but within **ONE YEAR** thereafter, the printed copy of the transmission(s) shall be provided within five (5) working days.

New Language

WITHIN SIX (6) MONTHS OF RATIFICATION, THE EMPLOYER SHALL CREATE AN EMPLOYEE ACCESSIBLE PAYROLL SYSTEM THAT PROVIDES REAL TIME ACCESS TO START AND FINISH TIMES, PAY CODES AND THEIR MEANINGS, PAY AMOUNTS AND SCHEDULED TIME OFF. THIS SYSTEM WILL ALSO PROVIDE THE TIME, DATE AND NATURE OF ANY ALTERATIONS MADE BY ANY MEMBER OF MANAGEMENT.

ARTICLE 14. COMPENSATION CLAIMS

SECTION 1. Paragraph 6

An employee who is injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his/her regular shift on that day. Upon receiving an employee's timely report of injury, the Employer shall not pressure an employee to continue to work **AND SHALL IMMEDIATELY PROVIDE TRANSPORTATION TO THE NEAREST MEDICAL FACILITY AT THE EMPLOYEE'S REQUEST. UNDER NO CIRCUMSTANCES WILL THE EMPLOYER ATTEMPT TO CONVINCE THE EMPLOYEE NOT TO SEEK MEDICAL ATTENTION.** When, because of such pressure, an employee spends time in a clinic after his or her normal finish time, the time spent shall be the subject of a pay claim through the grievance procedure.

Section 2. Temporary Alternate Work

The Company may continue a modified work program on a nondiscriminatory basis. This program is designed to provide temporary work opportunity to those employees who are unable to perform their normal work assignments due to an on-the-job injury. Employees shall be provided their guaranteed hours with a start time no more than two (2) hours earlier or two (2) hours later than their normal start time for the duration of TAW, provided the work is available. **AT THEIR REGULAR START TIME.** These guaranteed hours will be reduced as medical restrictions dictate. Pay rates for TAW assignments will be at the employee's regular rate of pay.

With the exception of feeder drivers, when an employee is released to return to work after a work injury of six (6) months or greater, the Employer shall provide, if requested by the employee, a work hardening schedule in which the employee can work their guaranteed hours for up to five (5) days. **THE EMPLOYEE WILL BE ALLOWED AN ADDITIONAL FIVE(5) DAYS FOR EVERY SIX(6) MONTHS OUT ON INJURY. UNDER NO CIRCUMSTANCES WILL THE EMPLOYEE BE REQUIRED TO WORK BEYOND THEIR GUARANTEE DURING THIS PERIOD. THESE DAYS SHALL NOT COUNT TOWARDS ANY REDUCTION OF OVERTIME REQUEST PROVIDED UNDER ARTICLE 37 SEC 1(b).**

ARTICLE 15. MILITARY CLAUSE

Section 1. USERRA Rights

The Employer, in its discretion, may make additional payments or award additional benefits to employees on leave for service in the uniformed services in excess of the requirements outlined in the USERRA, **BUT AT A MINIMUM SHALL MAKE ANY DEPLOYED MEMBER WHOLE FOR ANY LOST WAGES DUE TO MILITARY SERVICE, LESS THE AMOUNT PROVIDED BY THE MILITARY.**

Section 4. Spousal Transfer Rights

NEW LANGUAGE

THE ABOVE TRANSFER RIGHTS SHALL ALSO APPLY TO ANY MEMBER REQUIRED TO TRANSFER TO A DIFFERENT GEOGRAPHIC LOCATION AS PART OF THEIR MILITARY SERVICE.

ARTICLE 16. LEAVE OF ABSENCE

Section 4. Maternity and Paternity Leave

NEW LANGUAGE

ALL MATERNITY AND PATERNITY LEAVE GRANTED UNDER SECTION 6(FMLA), OR ANY SIMILAR STATE LAW, SHALL BE PAID AT THE EMPLOYEE'S CURRENT RATE OF PAY BASED ON THEIR DAILY GUARANTEE AND REGULAR SCHEDULED WORKWEEK.

EACH CENTER SHALL PROVIDE A SANITARY, SECURE, AND PRIVATE LACTATION ROOM FOR ALL NURSING MOTHERS. NO NURSING MOTHER SHALL BE REQUIRED TO CLOCK OUT PRIOR TO USE OF THESE FACILITIES.

Section 5. Rehabilitation Program— Leave of Absence

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment in an approved program for alcoholism or substance abuse. Employees may use the United Parcel Service Employee Assistance Program (EAP), a Union sponsored rehabilitation program, as well as any other referral service in choosing an approved program for treatment.

Employees shall be permitted to take advantage of a rehabilitation program **WHENEVER DIRECTED BY A PHYSICIAN OR SUBSTANCE ABUSE PROFESSIONAL(SAP)** under all conditions of this Article.

4. Failure to comply with the after-care treatment plan or a positive specimen as part of the after-care treatment plan will result in discipline pursuant to Article 35, Sections 3.13 and 4.11.

ARTICLE 17. PAID FOR TIME

Paragraph 3

If the employee requests to see his vacation check on the Monday as permitted below and the Employer fails to make the vacation payment available by Saturday following the employee's regular scheduled pay day, the employee shall be paid an additional amount equal to one-half (1/2) of his or her daily guarantee at his or her regular hourly rate of pay for every subsequent pay period **DAY** until the shortage is corrected. **ANY** other shortages involving more than fifty (\$50.00) dollars for full-time employees, and twenty-five (\$25.00) dollars for part-time employees, will be corrected and the payment will be made available to the employee at his/her reporting location on his/her second scheduled workday after reporting the shortage. If the Employer fails to make the payment available on the employee's second scheduled workday and the shortage was the result of the Employer's error, the employee will be paid an additional amount equal to one-half (1/2) of his/her daily guarantee at his/her regular hourly rate for every full pay period **DAY** in which the shortage is not paid after the second (2nd) scheduled work day, until corrected.

Paragraph 4

~~Errors of less than fifty (\$50.00) dollars for full-time employees or twenty-five (\$25.00) dollars for part-time employees and overages will be corrected in the following weekly paycheck. The Union and Employer shall have the authority at any level of the grievance procedure to award a penalty up to the amount specified in the prior paragraph for any violation of the provision.~~

Paragraph 6

Any grievance settlement not paid within ten (10) working days of the settlement shall entitle the grievant(s) to a penalty payment as outlined above. The ten (10) working day period shall begin to run when the Labor Department representative **OR CENTER MANAGER** agrees to the settlement, or is notified by the Union or management team of the settlement. The Employer shall pay a maximum of one penalty payment for a multi-grievant grievance, which shall be subject to the additional penalties set forth above for untimely payment, until corrected.

Paragraph 7

When an employee notifies the Employer in writing of any ongoing overpayment, the employee's increasing liability will cease five (5) working days after the date of the written notification. The notification shall be provided to the employee's immediate supervisor or manager.

Last Paragraph

Paycheck stubs will show the year-to-date vacation, sick and personal leave balances, **AND EACH WILL BE CLEARLY LABELLED AS SUCH. IN ADDITION, PAYCHECK STUBS WILL SHOW BOTH PART-TIME AND FULL-TIME SENIORITY DATES AND CURRENT JOB CLASSIFICATION FOR EACH EMPLOYEE.**

ARTICLE 18. SAFETY AND HEALTH EQUIPMENT, ACCIDENTS AND REPORTS

Section 4. Seats

The Employer will provide high-back air-ride seats in all new tractors, **PACKAGE CARS, AND 24 FOOT TRUCKS** and when replacing the driver seat in present tractor equipment **AND PACKAGE CARS, AND 24 FOOT TRUCKS**. Such seats shall be maintained in a proper and reasonable condition.

~~When replacing the seat cushion in package cars where the seat is attached to a post, the Employer will use the new soft ride cushion agreed to. When replacing the seat back, the Employer agrees to provide the new seat back with the adjustable lumbar support feature. Seat backs will be replaced as needed subject to availability from the manufacturer. In all new P-32 through P-120 vehicles, the Employer agrees to provide multi-adjust seats.~~

Section 6. Building Heat/COOLING

~~Centers will be heated, where practical.~~ **ALL WORKPLACE FACILITIES WILL BE EQUIPPED WITH THE NECESSARY EQUIPMENT TO MAINTAIN BUILDING TEMPERATURES BETWEEN 50 AND 80 DEGREES FAHRENHEIT AND SUCH TEMPERATURES SHALL BE**

MAINTAINED AT ALL TIMES AND IN ALL LOCATIONS THROUGHOUT THE BUILDING WHERE WORK IS BEING PERFORMED BY MEMBERS, INCLUDING DOCKED TRAILERS.

On a facility-by-facility basis, to include temporary facilities, the Employer will evaluate whether additional ventilation or heat is needed for purposes of safety and health. This will include clerical work areas outside of office structures in the UPS facilities. Should any employee(s) have concerns with respect to ventilation or heat issues, they shall be addressed by the appropriate local CHSP Committee. Should the local CHSP Committee not satisfactorily address the issue, a grievance may be filed and would be sent directly to the National Safety and Health Grievance Committee.

Section 7. Trailer Configuration

The Employer will make every effort to have the heaviest loaded trailer as the lead trailer. If the percent of load in one (1) trailer exceeds the other by twenty-five percent (25%) or more, such trailer shall be the lead trailer, except when state or federal regulations require otherwise. However, if the driver feels the percentage exceeds twenty-five percent (25%) in the rear trailer or the unit does not handle properly, he/she may contact management and will be authorized to switch the unit and be paid for such time. **THE COMBINED WEIGHT OF ALL PACKAGES IN EACH TRAILER SHALL BE SENT TO IVIS WITH LOAD INFORMATION.**

Section 8.2 Non-Driving Employees

The use of handheld devices by non-driving employees will be with the approval of the Employer, **BUT UNDER NO CIRCUMSTANCES SHALL THE EMPLOYER PREVENT MEMBERS FROM HAVING ACCESS TO THEIR CELL PHONES WHILE INSIDE THE BUILDING.**

Section 9. Tires

Only first-line tires will be used on the steering axle of feeder road equipment, **PACKAGE CARS, AND 24 FOOT TRUCKS** including P80's used as feeders. In case of breakdown a temporary replacement other than a first-line tire may be used to return to the home terminal. The Company agrees to not mix radials and bias ply tires on the same unit.

Section 11. Mirrors

New feeder road equipment, **PACKAGE CARS, AND 24 FOOT TRUCKS** shall be equipped with heated mirrors. Any feeder road equipment not presently equipped shall be equipped with heated minors when the mirrors require replacement.

Section 14. Package Cars

All new package cars, P-32 and larger, **AND 24 FOOT TRUCKS** added to the fleet shall be equipped with **AIR CONDITIONING IN THE CAB AND A POWERED VENTILATION SYSTEM IN THE** package compartment venting. **ALL EXISTING PACKAGE CARS AND 24 FOOT TRUCKS WILL BE EQUIPPED WITH THESE SAME SYSTEMS WITHIN 18 MONTHS OF RATIFICATION.** Upon ratification of this Agreement, the Climatic Conditions Committee shall meet to evaluate and, if needed, recommend appropriate method(s) for venting the package compartments. **ALL PACKAGE CARS WILL HAVE CAB COMPARTMENT FANS INSTALLED.** The installation of cab compartment fans will be determined by individual districts.

The Employer will replace package cars at a rate no less than the percent replaced over the duration of the prior contract that expired July 31, 2018. **NO PACKAGE CAR MORE THAN TWENTY-FIVE (25) YEARS OLD SHALL BE KEPT IN SERVICE.** The Union will be notified if the Employer cannot meet this schedule because of volume downturns.

A-**ALL** package car**S** will be equipped with a hand cart at the driver's request.

Section 14.1 Driver Safety and Security

The bulk head door release in package cars must be accessible from the inside as well as the outside in order to enable exit from the package compartment.

IMMEDIATELY UPON RATIFICATION, THE COMPANY SHALL ELIMINATE ALL SYSTEMS THAT PROVIDE CUSTOMERS THE ABILITY TO DETERMINE THE LOCATION OF ANY INDIVIDUAL DRIVER. ADDITIONALLY NO MEMBER OF MANAGEMENT SHALL SUPPLY ANY NON-EMPLOYEE WITH A DRIVER'S LOCATION WITHOUT THE CONSENT OF SAID DRIVER, EXCEPT IN CASES OF EMERGENCY INVOLVING SAID DRIVER.

Section 15. Heaters and Defrosters

NO DRIVER SHALL BE DISCIPLINED FOR EXCESSIVE IDLE TIME IF THE OUTSIDE TEMPERATURE IN THE WORK LOCATION IS BELOW 32 DEGREES FAHRENHEIT OR ABOVE 90 DEGREES FAHRENHEIT AT ANY POINT DURING THE SHIFT.

Section 16. Noise Abatement

All new package cars and feeders, will be ordered to comply with Federal Motor Carrier Safety Regulations (FMCSR), regarding in cab noise levels.

THE VOLUME OF ALERT NOISES, INCLUDING BUT NOT LIMITED TO, THOSE RELATED TO 4-WAY FLASHERS, HEADLIGHTS, EMERGENCY BRAKES, ETC., SHALL BE DRIVER-ADJUSTABLE, WITH A MAXIMUM VOLUME OF 60 DECIBELS AND A MINIMUM OF 0 DECIBELS, AS MEASURED INSIDE THE CAB.

Section 19.1. Clerical Areas

Any issues that may arise with regard to anti-fatigue mats for clerical areas shall be referred to the appropriate local CHSP Committee for investigation. Should the local CHSP Committee not satisfactorily address the issue, a grievance may be filed and would be sent directly to the National Safety and Health Grievance Committee. **ALL CLERICAL AREAS SHALL BE PROVIDED WITH ANTI-FATIGUE MATS.**

Section 20.4 Safety and Health Committees

The Local Union shall approve the bargaining unit members who serve on these Committees. The Union co-chair of the committee(s) shall be selected by the bargaining unit members of the committee. In the event that a Local Union desires to cease participation in the safety committees, prior approval must be authorized by the Union Co-Chair of the Teamsters United Parcel Service National Negotiating Committee who shall also inform the Employer's President of Labor Relations of the request.

Section 24. Egress

The Employer shall monitor conditions in and around all work areas including but not limited to sort aisles and areas where vehicles are loaded or unloaded to ensure that temporary impediments created by placed or fallen packages are minimized. The Employer shall not permit packages, materials, or equipment to be placed permanently or temporarily within the 28in wide exit access in front of an exit door or at the top or bottom of a stairway that is part of an exit access point **OR IN ANY EXIT PATHWAY. NO MEMBER SHALL BE DISCIPLINED FOR TEMPORARILY SHUTTING DOWN A BELT OR BOXLINE TO ADDRESS AN EGRESS ISSUE.**

SECTION 27. ALL NEW TRACTORS PLACED IN SERVICE AFTER RATIFICATION OF THIS AGREEMENT WILL BE EQUIPPED WITH AIR HORNS. ALL TRACTORS CURRENTLY IN SERVICE WITH BE FITTED WITH AIR HORNS WITHIN ONE (1) YEAR OF RATIFICATION OF THIS AGREEMENT. ALL CURRENT AND NEW TRACTORS WIL BE EQUIPPED WITH A TRUCK BASED GPS SYSTEM WITHIN SIX(6) MONTHS OF RATIFICATION OF THIS AGREEMENT.

SECTION 28. ALL SATELLITE FACILITIES SHALL PROVIDE ADEQUATE SHELTER FROM WEATHER

ARTICLE 20. EXAMINATION AND IDENTIFICATION FEES

Section 1. Required Examination

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 applicants for jobs, but shall be responsible to other employees only for **ALL** 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).~~

ARTICLE 21. UNION ACTIVITY

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of union membership or activities. Any employee shall have the right to wear a Union pin ~~where there is a practice affording such a right.~~

ARTICLE 22. FULL-TIME COMBINATION AND PART-TIME EMPLOYEES

Section 3.

This commitment shall include the obligation to create at least five **TWENTY** thousand (5000) **(20,000)** new full-time jobs from existing part-time jobs during the last four (4) years of this Agreement throughout its operations covered by this Agreement; ~~five hundred (500) in the second contract year and fifteen hundred (1500) in each of the last three years of this Agreement.~~ **FIVE THOUSAND(5000) EACH OF THE LAST FOUR YEARS OF THIS AGREEMENT.** In creating these jobs, the Company shall be allowed up to one and one half (1.5) **A ONE(1)** hour

gap between jobs in a workday notwithstanding any provision in any Supplement, Rider or Addendum that is more limiting, **WITH THE UNDERSTANDING THAT THE EMPLOYEE'S MEAL BREAK BE DURING THIS PERIOD.** Any disagreements will be referred to the Chairs of the National Negotiating Committee for resolution. **ALL JOBS CREATED UNDER THIS ARTICLE AND SECTION, AND ANY VACANCIES IN JOBS COVERED BY THIS ARTICLE AND SECTION CREATED THROUGH DISCHARGE, EMPLOYEE QUIT OR RETIREMENT, SHALL BE FILLED BY EXISTING PART TIME EMPLOYEES BEFORE EXISTING FULL TIME EMPLOYEES THROUGH THE PROCEDURE OF THE APPLICABLE SUPPLEMENT, RIDER OR ADDENDUM.**

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

PREVIOUS LANGUAGE TO BE REMOVED AND REPLACED WITH THE FOLLOWING:

ALL FULL-TIME COMBINATION DRIVERS CURRENTLY CLASSIFIED UNDER THE VERSION OF SECTION 4(B) FROM THE 2018-2023 AGREEMENT, IMMEDIATELY UPON RATIFICATION OF THIS AGREEMENT, SHALL BE HENCEFORTH CLASSIFIED AS REGULAR PACKAGE CAR DRIVERS, SHALL BE SLOTTED INTO THE PACKAGE CAR DRIVER WAGE PROGRESSION IN ARTICLE 41, SEC 2, BASED ON THEIR SENIORITY DATE AND SHALL BE ENTITLED TO ALL RIGHTS AND PROTECTIONS AFFORDED THAT CLASSIFICATION UNDER THIS AGREEMENT.

Section 5. Wages

VERSION 1

(a) Part-time Employees

RECOGNIZING THE IMPORTANCE OF PART-TIME EMPLOYEES TO THE COMPANY'S SUCCESS, THE PARTIES AGREE THAT ALL PART-TIME EMPLOYEES SHALL BE PAID ACCORDING TO THE FOLLOWING WAGE PROGRESSION(ALL PERCENTAGES ARE OF THE EFFECTIVE TOP RATE AT THE TIME OF PAYMENT):

SENIORITY	70%
SENIORITY PLUS ONE(1) YEAR	75%
SENIORITY PLUS TWO(2) YEARS	80%
SENIORITY PLUS THREE(3) YEARS	90%
SENIORITY PLUS FOUR(4) YEARS	TOP RATE

THE TOP RATE UPON RATIFICATION OF THIS AGREEMENT SHALL BE \$30/HOUR AND SHALL BE SUBJECT TO THE GENERAL WAGE INCREASES IN ARTICLE 41, SEC 1.

(b) Newly hired part-time employees

ALL NEWLY HIRED PART-TIME EMPLOYEES SHALL BE PAID \$20/HOUR AND ENTER INTO THE PROGRESSION OF SEC 5(A) UPON ATTAINING SENIORITY.

(c) The wage rates and increases provided in (a) and (b) shall be a minimum. ANY ADDITIONAL WAGE INCREASE GRANTED UNDER A BONUS, MRA, OR COLA SHALL BE PERMANENTLY ADDED TO THE TOP RATE IN EFFECT AT THE TIME OF THE ADDITION.

(d) All part-time employees governed by this Article shall be provided a minimum daily **FOUR(4)** hour guarantee. **ALL PART TIME EMPLOYEES SHALL BE PAID TIME AND A HALF FOR ALL WORK BEYOND FOUR HOURS. ANY WORK BEYOND THE GUARANTEE SHALL BE VOLUNTARY. NO PART TIME EMPLOYEE SHALL BE DISCIPLINED FOR NOT WORKING BEYOND THEIR GUARANTEE.**

(e) Seniority part-time employees who are receiving an hourly rate higher than set forth above in Section (A), shall **HAVE THEIR PAY RED CIRCLED AND SHALL** not have their hourly rate reduced due to the implementation of this Article.

VERSION 2

(a) Part-time Employees

RECOGNIZING THE IMPORTANCE OF PART-TIME EMPLOYEES TO THE COMPANY'S SUCCESS, THE PARTIES AGREE THAT ALL PART-TIME EMPLOYEES SHALL BE PAID AS FOLLOWS:

ALL PART TIME EMPLOYEES SHALL RECEIVE A BASE RATE OF PAY. UPON RATIFICATION THIS BASE RATE SHALL BE \$20/HOUR. THIS BASE RATE SHALL BE SUBJECT TO THE GENERAL WAGE INCREASES IN ARTICLE 41, SEC 1. IN ADDITION TO THE BASE RATE, ALL PART TIME EMPLOYEES SHALL RECEIVE AN ADDITIONAL 75 CENTS/HOUR FOR EACH YEAR OF SENIORITY AS OUTLINED BELOW:

SENIORITY	BASE RATE
SENIORITY PLUS ONE(1) YEAR	BASE RATE + \$.75
SENIORITY PLUS TWO(2) YEARS	BASE RATE + \$1.50
SENIORITY PLUS THREE(3) YEARS	BASE RATE + \$2.25
SENIORITY PLUS FOUR(4) YEARS	BASE RATE + \$3.00
AND SO FORTH. THERE SHALL BE NO MAXIMUM PAY RATE.	

(b) Newly hired part-time employees

ALL NEWLY HIRED PART-TIME EMPLOYEES SHALL BE PAID \$20/HOUR AND ENTITLED TO THE WAGES OF SEC 5(A) UPON ATTAINING SENIORITY.

(c) The wage rates and increases provided in (a) and (b) shall be a minimum. **ANY ADDITIONAL WAGE INCREASE GRANTED UNDER A BONUS, MRA, OR COLA SHALL BE PERMANENTLY ADDED TO THE BASE RATE IN EFFECT AT THE TIME OF THE ADDITION.**

(d) All part-time employees governed by this Article shall be provided a minimum daily **FOUR(4)** hour guarantee. **ALL PART TIME EMPLOYEES SHALL BE PAID TIME AND A HALF FOR ALL WORK BEYOND FOUR HOURS. ANY WORK BEYOND THE GUARANTEE SHALL BE AT THE OPTION OF THE EMPLOYEE. NO PART TIME EMPLOYEE SHALL BE DISCIPLINED FOR NOT WORKING BEYOND THEIR GUARANTEE.**

(e) Seniority part-time employees who are receiving an hourly rate higher than set forth above in Section (A), shall **HAVE THEIR PAY RED CIRCLED AND SHALL** not have their hourly rate reduced due to the implementation of this Article.

Section 7. Benefit Entitlements

Part-time employees hired after August 1, 2008 will receive holidays, personal days and option days provided by any applicable Supplement, rider, or Addendum **UPON ATTAINMENT OF SENIORITY**. This provision supersedes any provision on the same subject in any Supplement, Rider, or Addendum to the extent the provision makes holidays, personal days or option days available earlier than after one (1) year of service.

Section 8. Part-Time UPS Cartage Services, Inc. (CSI) Employees

New part-time dock CSI employees and those in progression at ratification shall be paid in accordance with Section 5 (A) above. To the extent a part-time CSI employee has completed (or subsequently completes) any progression set forth in the applicable Addendum, he/she shall thereafter be entitled to the general wage increases set forth in Section 5(a) above. This Section shall supersede any contrary provision in any CSI Addenda.

ARTICLE 26. COMPETITION

Section 1. (a)

In order to expand the work opportunities for members of the bargaining unit, the Employer will consider removing additional loads from the railroad or the other substitute means of transportation specified in this Article. When the Employer removes loads on other than a temporary basis, it shall notify the Union of the number of new runs to be created as a result of moving such loads on the ground. **NO DRIVERS SHALL BE LAID OFF FOR ANY REASON WHILE LOADS ARE STILL BEING TENDERED TO THE RAIL SYSTEMS.**

Temporary shall be limited to **30 DAYS** unless there are circumstances beyond the Company's control. The **30 DAY** period will not be exceeded unless the UPS President of Labor Relations and Package Division Director mutually agree. Agreement will not be unreasonably withheld. The Employer and the Union shall agree on the most expeditious method to obtain additional personnel and/or equipment, if necessary, for the new runs to be operated by bargaining unit members. If the equipment or employees are not available, the Employer may use subcontractors for a reasonable start-up period, not to exceed thirty (30) days. The subcontracting can exceed thirty (30) days with the Union's agreement if there are problems obtaining additional personnel or equipment. Agreement under this paragraph will not be unreasonably denied by the Union. All feeder positions created as a result of returning loads to the ground shall be counted toward the Employer's obligation to create full-time jobs under Article 22.3 of this Agreement.

During peak season, the Employer will make every reasonable effort, in accordance with the appropriate Supplement, Rider or Addendum, to use current UPS employees and hire a sufficient number of employees to handle peak volume. After doing so, the Employer may use alternate means of transporting packages during peak season and will utilize union carriers whenever possible. Plans to utilize outside carriers will be reviewed and agreed with the Local Union. Such agreement will not be unreasonably withheld. **ANY USE OF OUTSIDE NON-UNION CARRIERS WILL REQUIRE PAYMENT OF TOP RATE WAGES FOR EACH HOUR WORKED BY THESE CARRIERS INTO A SUBCONTRACTING PENALTY FUND TO BE**

ESTABLISHED BY THE COMPANY AND UNION, WITH THE MONEY IN THIS FUND DISTRIBUTED EQUALLY TO ALL FEEDER DRIVERS ON THE PAYROLL AS OF JANUARY 15 OF EACH YEAR. ALL MONIES IN THE FUND WILL BE DISTRIBUTED BY FEBRUARY 1 OF EACH YEAR. THE MANAGEMENT OF THIS ACCOUNT AND DISTRIBUTION OF THE FUNDS WILL BE JOINTLY OVERSEEN BY THE GENERAL SECRETARY TREASURER OF THE UNION AND THE UPS PRESIDENT OF LABOR RELATIONS. ANY DISPUTE OVER PAYMENT OR DISTRIBUTION SHALL BE SUBJECT TO THE NATIONAL GRIEVANCE PROCEDURE OUTLINED IN ARTICLE 8.

No package car driver shall be forced to use his or her personal vehicle to deliver packages. **ADDITIONALLY, THE COMPANY SHALL NOT HIRE ANY EMPLOYEE FOR THE PURPOSE OF DELIVERING PACKAGES FROM THEIR PERSONAL VEHICLE. ALL PACKAGE DELIVERY SHALL BE CONSIDERED BARGAINING UNIT WORK AND SHALL BE PERFORMED USING COMPANY OWNED OR COMPANY RENTED VEHICLES. ALL EMPLOYEES PERFORMING DELIVERY WORK SHALL BE SUBJECT TO THIS AGREEMENT AND BE PAID ALL WAGES AND BENEFITS AFFORDED THEM BY THIS AGREEMENT AND ALL APPLICABLE SUPPLEMENTS RIDERS AND ADDENDA.**

Section 4. Surepost

THE COMPANY AGREES THAT IT'S COMPETITION HAS ELIMINATED IT'S COMPARABLE SERVICE TO SUREPOST, AND AS PER THE LETTER OF AGREEMENT FROM THE 2018-2023 AGREEMENT, IT WILL THEREFORE ELIMINATE THE SUREPOST SERVICE.

Section 5. DOT Hours of Service

The Company shall not change the DOT sixty (60) hours in seven (7) days to the seventy (70) hours in eight (8) days rule for package drivers except at Peak. With prior approval of the Company's President of Labor Relations and the Teamster's Package Division Director, the DOT standard may also be changed if required due to Acts of God or emergencies creating service disruptions. When the Company changes the sixty (60) hour rule it shall first solicit volunteers to work in excess of sixty (60) hours from all package car drivers in the center. If sufficient volunteers cannot be obtained to cover the over sixty (60) work hours, the Company will first force seasonal package car drivers, non-seniority package car drivers, part-time cover driver classifications and, then Article 22.4(b) drivers. Seniority package car drivers will only be forced after exhausting the seasonal, non-probationary drivers force process, part-time cover driver classifications and Article 22.4(b) drivers. No **PART-TIME OR FULL-TIME EMPLOYEE** will be forced to work on a **SCHEDULED** day off and exceed sixty (60) hours unless he has a full eight (8) hours of duty available. Any regular package car driver who volunteers or is forced to work over sixty (60) hours in a week pursuant to this paragraph **UNDER ANY CIRCUMSTANCES** will be compensated at double-time for those hours. This paragraph supersedes any provision in any Supplement, Rider or Addendum which addresses this subject. This Section is not intended to give The Company the right to force seniority package car drivers to work on a weekend unless permitted by the applicable Supplement, Rider or Addendum.

Section 6. Removal of Loads from Rails

ELIMINATE SECTION 6

ARTICLE 29.

Section 2. Funeral Leave

In the event of a death of a member of the employee's family, a seniority employee shall be allowed a reasonable time off to attend the funeral or other bereavement rite.

Members of the employee's family means spouse, child, or step- child, grandchild, father, mother, brother, sister, **STEP-SIBLINGS**, grandparents, mother-in-law and father-in-law and step-parents.

~~A regular full-time employee shall be guaranteed two (2) days off to be taken between the day of death and two (2) working days following the funeral provided the employee attends the funeral or other bereavement rite. In cases involving the funeral of a relative listed in paragraph 2 above, an employee who attends the funeral or bereavement rite is guaranteed a minimum of two (2) days off.~~

~~An employee shall be allowed one (1) day off to attend the funeral or other bereavement rite of a sister-in-law, spouse's grandparent or a brother-in-law. Reimbursement for this day shall be the same as provided below.~~

ALL EMPLOYEES SHALL BE GUARANTEED FOUR(4) DAYS FUNERAL LEAVE IN THE EVENT OF THE DEATH OF A RELATIVE LISTED IN PARAGRAPH 2 ABOVE AND ONE(1) DAY FUNERAL LEAVE IN THE EVENT OF THE DEATH OF A SISTER-IN-LAW, SPOUSE'S GRANDPARENT, OR BROTHER-IN-LAW. REIMBURSEMENT FOR FUNERAL LEAVE SHALL BE AS PROVIDED BELOW.

~~Time off shall not extend beyond the day of the funeral unless an additional day is required for travel, except as provided above. **FUNERAL LEAVE DAYS SHALL BE TAKEN AS NEEDED.** In no event will total compensated time off exceed four (4) scheduled work days. The employee will be reimbursed at eight (8) times the employee's straight-time hourly rate for each day lost from work for those employees whose regular scheduled workweek is five (5) days, and ten (10) times the straight-time hourly rate for those employees whose regular scheduled workweek is four (4) days. Part-time employees will receive the same benefits as above, paid at four (4) times the employee's hourly rate. Better conditions contained in Supplements, Riders or Addenda will be maintained by present employees. All employees hired after July 2, 1982 will be covered by the above language.~~

UNDERSTANDING THAT THE LIST IN PARAGRAPH 2 ABOVE CAN NEVER BE COMPREHENSIVE, ALL EMPLOYEES SHALL BE ALLOWED FIVE(5) FUNERAL LEAVE DAYS EACH CALENDAR YEAR, IN ADDITION TO THOSE PROVIDED ABOVE, TO BE USED AT THE EMPLOYEE'S DISCRETION. EMPLOYEE'S SHALL INFORM MANAGEMENT OF A NEED TO USE THESE DAYS AS SOON AS POSSIBLE. THESE ADDITIONAL DAYS SHALL BE UNPAID.

Section 3. Tax Deferred Savings Plan 401(k)

The Employer and the Union agree to continue the Teamster UPS National 401(k) Tax Deferred Savings Plan. The Employer shall pay the record-keeping expense for the Plan.

It is further agreed, by the Union and the Employer, that the Employer shall withhold from an employee's earnings, amounts mutually agreed between the Employer and the employee, and deposit such monies into a 401(k) account in the employee's name in compliance with the

Internal Revenue Code and E.R.I.S.A. **THE EMPLOYER SHALL MATCH ALL EMPLOYEE CONTRIBUTIONS UP TO 3% OF THE EMPLOYEES GROSS PAY FOR EACH WEEK.**

This Plan will be jointly administered by the Union and the Employer.

ARTICLE 33. COST-OF-LIVING (COLA)

All seniority employees who have completed their appropriate wage progression schedule shall be covered by the provisions of a cost-of-living allowance, as set forth in this Agreement.

Employees who have not completed their appropriate wage progression on the effective date of a COLA increase, shall receive the adjustment on a prospective basis on the date they complete their wage progression schedules.

Effective August 1, 2024 and every August 1 thereafter during the life of the Agreement, a cost-of-living allowance will be calculated on the basis of the difference between the Index for May 2014 (published June 2024) and every May thereafter, and the base Index for May 2023 (published June 2023) and every May thereafter, as follows:

For every two tenths (0.2) point increase in the Index, over and above the base (prior year's) Index plus three percent (3.0%) there will be a one (1) cent increase in the hourly wage rates payable on August 1, 2019 and every August 1 thereafter. These increases shall only be payable if they equal five cents (\$.05) in a year.

All cost-of-living allowances paid under this Agreement will become and remain a fixed part of the base wage rate **AND TOP RATE** for all job classifications. A decline in the Index shall not result in the reduction of classification base wage rates.

Mileage paid employees will receive cost-of-living allowances on the basis of .25 mills per mile for each one (1) cent increase in hourly wages, subject to the threshold set forth above. **ANY SUBSISTENCE ALLOWANCE PROVIDED UNDER ARTICLE 43, SEC 2(6) SHALL BE INCREASED BY THE SAME AMOUNT AS THE COLA ALLOTTED TO WAGES ABOVE.**

ARTICLE 34. HEALTH & WELFARE AND PENSION

SECTION 1

(i) UPS Part-time Pension Plan

(2) Part-time employees will receive one (1) year of Credited Service for seven hundred fifty (750) or more paid hours. (Six (6) months of part-time Credited Service will be granted for three hundred seventy-five (375) to five hundred (500) hours worked in a calendar year, and nine (9) months of part-time Credited Service will be granted for five hundred one (501) to seven hundred forty-nine (749) hours worked in a calendar year.) **ANY PART-TIME EMPLOYEE WHO WORKS MORE THAN 1300 PAID HOURS IN A CALENDAR YEAR SHALL RECEIVE AN ADDITIONAL ONE(1) MONTH OF CREDITED SERVICE FOR EVERY 100 HOURS WORKED ABOVE 1300 FOR THE YEAR. HOURS SHALL BE ROUNDED TO THE NEAREST HUNDRED FOR THE PURPOSES OF THIS CALCULATION.** This paragraph will also be applied to determine Credited Service for all full-time employees on the payroll on August 1, 2002 who were formerly participants in the UPS Pension Plan.

(5) Effective August 1, 2002, the Employer will grant additional years of Credited Service in accordance with the terms of the Plan to all full-time and part-time employees on the payroll on August 1, 2002, who worked for UPS after they were **EIGHTEEN(18)** but were denied Credited Service solely because the UPS Pension Plan required that an employee be age twenty-five (25) or older to participate in the UPS Pension Plan.

(7) The Company will amend the UPS Pension Plan to allow an employee with an hour of service in covered employment on or after August 1, 2013 to become a participant on the January 1 or July 1 (whichever is earlier), after reaching age 21 **18** and completing a 12 **6** month period of employment beginning on their hire date, or any subsequent calendar year, in which they earned at least 375 hours of service. In addition, in order to receive any retroactive benefit service as a result of the change, the employee's primary job as of August 1, 2013 **2023** must be a part-time position. The Pension Plan will also be amended to reduce the number of hours of service required to earn a vesting year from 750 to 375. This paragraph does not change how benefit service is accrued.

(j) Long-Term Disability

(1) **ALL** seniority employees will become eligible for long-term disability (LTD) after six (6) months of employment for non-occupational illnesses or injuries that last longer than twenty-six (26) weeks.

(l) Jointly Trusteed UPS/IBT Full-Time Pension Fund

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

Calendar Year Beginning	Monthly Benefit
January 1, 2019	\$175.00 \$225.00
January 1, 2020	\$175.00 \$225.00
January 1, 2021	\$175.00 \$225.00
January 1, 2022	\$175.00 \$225.00
January 1, 2023	\$175.00 \$225.00

(6) In addition to the normal benefit provided in paragraph (2) above, there shall be a service benefit payable after twenty (20), twenty-five (25), thirty (30) and thirty-five (35) years of full-time service. There is a twenty (20) year benefit for anyone who has reached age 50 and the amount will vary based on the person's age. There is a twenty-five (25) year service retirement benefit for anyone who has twenty-five years of service regardless of age, which shall be \$2,000 **3,300** per month if less than age 57 when benefits commence and ~~\$2,500~~ **4,100** per month if at least 57 when benefits commence. The benefit for the thirty (30) year service retirement shall be ~~\$3,400~~ **5,500** per month regardless of the age of the retiring employee. The benefit for thirty-five (35) years service retirement shall be ~~\$3,900~~ **6,500** per month regardless of the age of the

retiring employee. The plan document shall specify the amounts for the 20 year service pension, eligibility criteria and how the benefits are calculated.

Years of Service Pension Credit	Age years	Monthly Service Pension
35 years	Any Age	\$3,900 \$6500
30 or more years	Any Age	\$3,400 \$5500 plus \$100/yr of service for years over 30 up to \$3,900 \$6000
25 years	Any Age	\$2,000 \$3300 up to age 57
25 Years	57 or older	\$2,500 \$4100 plus \$100/yr of service for years over 25 up to \$3,500 \$5100 maximum.

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

~~35 years, any age—\$4,300~~

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

ARTICLE 35. EMPLOYEE'S BAIL, LICENSE, SUBSTANCE AND ALCOHOL TESTING

Section 3.8 Reasonable Cause Testing

Upon reasonable cause, UPS will require an employee to be tested for the use of controlled substances.

Reasonable cause is defined as an employee's observable action, appearance, or conduct that clearly indicate the need for a fitness-for-duty medical evaluation. ***UNDER NO CIRCUMSTANCES WILL REPORTS FROM OTHER EMPLOYEES BE USED AS A PRETEXT FOR TESTING.***

The employee's conduct must be witnessed by at least two (2) supervisors, if available. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. ***THE COMPANY WILL PROVIDE DOCUMENTATION OF THIS TRAINING UPON REQUEST BY THE LOCAL UNION.*** When the supervisor(s) confronts an employee, a Union representative should be made available pursuant to Article 4 of the National Master UPS Agreement as interpreted. If no steward is present, the employee may select another hourly paid employee to represent him.

Section 3.12 Rehabilitation and Testing After Return To Duty/SAP and Employer Duties

Substance Abuse Professional (SAP)

Follow-up testing shall consist of at least six (6) tests in the first (1st) twelve (12) months following the employee's return to duty. The one (1) year period may be extended as necessary by written verification of the Substance Abuse Professional. Tests shall be conducted under direct observation. ***THE SAP SHALL BE NOTIFIED OF ANY POSITIVE FOLLOW-UP TEST AND HAVE THE AUTHORITY TO REFER THE EMPLOYEE BACK TO A REHABILITATION PROGRAM UNDER ARTICLE 16 SEC 5. NO EMPLOYEE SHALL BE SUBJECT TO DISCIPLINE IF REFERRED BACK TO REHAB BY THE SAP.***

Section 3.13 Disciplinary Action

Employees may be subject to discipline up to and including discharge as provided below if they test positive for drugs specified elsewhere in this Article.

1. Reasonable Cause Testing

a. A positive test is a dischargeable offense unless the Union and the Employer expressly agree to a lesser penalty. Any such agreement will not be precedent setting.

b. Refusal to submit to a reasonable cause drug test is a dischargeable offense.

2. Post-Accident Testing

a. A positive test is a dischargeable offense.

b. Refusal to submit to a post-accident drug test is a dischargeable offense.

3. Random Testing

a. 1st offense—A positive test shall result in a warning letter (subject to successful completion of rehabilitation).

b. 2nd offense—A positive test is a dischargeable offense.

c. Refusal to submit to a random drug test is a dischargeable offense.

4. Pre-qualification

a. 1st offense—A positive test shall result in disqualification/not considered for feeder list until the next feeder driver school is conducted (subject to successful completion of rehabilitation).

b. 2nd offense—A positive test is a dischargeable offense.

5. Other Dischargeable Offenses:

a. Failure to successfully complete rehabilitation.

b. ~~A positive specimen as part of after-care drug testing.~~

c. Failure to comply with after-care treatment plan.

d. An adulterated or substituted specimen.

Section 4.6 Reasonable Cause Testing

Upon reasonable cause, UPS will require an employee to be tested for the use of alcohol.

Reasonable cause is defined as an employee's observable action, appearance or conduct that clearly indicates the need for a fitness-for-duty medical evaluation. **UNDER NO CIRCUMSTANCES WILL REPORTS FROM OTHER EMPLOYEES BE USED AS A PRETEXT FOR TESTING.**

The employee's conduct must be witnessed by at least two (2) supervisors, if available. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. **THE COMPANY WILL PROVIDE DOCUMENTATION OF THIS TRAINING UPON REQUEST BY THE LOCAL UNION.** When the supervisor confronts an employee, a union representative should be made available pursuant to Article 4 of the National Master UPS Agreement as interpreted. If no steward is present, the employee may select another hourly paid employee to represent him.

Section 4.10 Rehabilitation and Testing after Return to Duty

The provision of Article 16, Section 5 will apply to all employees requesting enrollment in a rehabilitation program following a positive alcohol test. Employees may use the United Parcel Service Employee Assistance Program, a union sponsored program, as well as any other referral service in choosing an approved program for treatment.

Follow-up testing shall consist of at least six (6) tests in the first twelve (12) months following the driver's return to duty. The one (1) year period may be extended as necessary by written verification of the SAP. **THE SAP SHALL BE NOTIFIED OF ANY POSITIVE FOLLOW-UP TEST AND HAVE THE AUTHORITY TO REFER THE EMPLOYEE BACK TO A**

REHABILITATION PROGRAM UNDER ARTICLE 16 SEC 5. NO EMPLOYEE SHALL BE SUBJECT TO DISCIPLINE IF REFERRED BACK TO REHAB BY THE SAP.

Section 4.11 Discipline

3. Dischargeable Offenses

Other language to the contrary notwithstanding, the following may result in discipline up to and including discharge:

- A. Failure to successfully complete rehabilitation.
- B. ~~A positive test, defined as 0.02 or higher, as part of post-care testing.~~
- C. Failure to comply with the after-care treatment plan.
- D. Possession of and/or consumption of an alcoholic beverage while on duty.
- E. Any test of an on-duty employee that measures at or above the state mandated DWI level. Should any state reduce the DWI mandated levels below 0.08, the Employer and the Union agree to meet and re-negotiate section E of this Agreement.
- F. An employee's refusal to submit to a negotiated test.

Non-mandated employees shall be subject to reasonable cause testing as outlined above. In no circumstances under this Section shall suspension time run concurrently with any leave period.

ARTICLE 36. NONDISCRIMINATION

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, sexual orientation, national origin, physical disability veteran status, **GENDER IDENTITY** 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, physical disability, veteran status, **GENDER IDENTITY** or age in violation of any federal or state law, or engage in any other discriminatory acts prohibited by law. This Article also covers employees with a qualified disability under the Americans with Disabilities Act.

ARTICLE 37. MANAGEMENT EMPLOYEE RELATIONS

SECTION 1.

(a)

1. Grievances not resolved by the Local or Area grievance procedure **WITHIN 7 CALENDAR DAYS OF FILING** shall be forwarded to the National Article 37 Grievance Committee. Such Committee shall be comprised of an equal number of Union and Employer representatives and a sitting arbitrator who shall decide the merits and penalty of each case in the event of a deadlock by the Committee. Cases will be presented and decided in accordance with Article 8 and the National Grievance Committee Rules of Procedure.

2. The Article 37 Committee shall be empowered to provide a monetary penalty for each proven violation of this Section up to a maximum penalty of three (3) times the employee's daily guarantee **FOR EACH PAY PERIOD FROM THE FILING OF THE GRIEVANCE UNTIL THE RESOLUTION OF THE CASE** ~~depending on the severity of the offense.~~

3. Any individual member of management deemed by the Committee to have committed two (2) or more violations of this Section within a two (2) year period shall be required to appear in person before the Committee **AND THE PANEL OR ARBITRATOR SHALL HAVE THE AUTHORITY TO REQUIRE SAID MEMBER OF MANAGEMENT BE REMOVED FROM THEIR CURRENT WORK AREA** for any subsequent grievance(s). Failure of the management person to appear, absent a legitimate excuse, shall result in a negative inference. **THIS SHALL NOT PRECLUDE THE COMPANY FROM DECIDING ON A MORE SEVERE PUNISHMENT.**

(b)

An employee **NOT ON THE 8 HOUR LIST** who desires to be relieved from overtime on a particular day must make a written request on a form furnished by the Employer. Such a request must be submitted no later than the start of his/her shift on the fifth (5th) calendar day preceding the day being requested. A signed copy of the request form stating approval or disapproval shall be returned to the employee by the end of the employee's next working day. Such request shall be granted or denied in accordance with the terms of this sub-section. If a request is denied on the above referenced form, the employee shall receive an EIGHT (8) hour penalty payment at his/her straight time rate if the request should have been granted at this time based on the criteria set forth in this sub-section. This EIGHT (8) hour payment shall also apply if the Employer approves the request and later informs the employee he/she cannot be relieved of overtime, provided the request continues to meet the criteria set forth in this sub-section.

~~In addition, if an employee's request is granted but the Employer fails to adjust the driver's dispatch so as to provide an amount of work that can reasonably be completed within eight (8) hours which then causes the driver to work in excess of eight and one-half (8.5) hours to complete his/her route, the driver shall be entitled to a two (2) hour penalty payment at his/her straight time rate and the driver will retain the eight (8) hour request for later use. No penalty shall be due if the employee exceeds the eight and one-half (8.5) hour threshold as a result of events beyond the Employer's control.~~ **ANY MEMBER APPROVED FOR RELIEF FROM OVERTIME UNDER THE ABOVE LANGUAGE WHO CANNOT COMPLETE ASSIGNED WORK AND PUNCH OUT IN 8 HOURS SHALL, AFTER NOTIFYING MANAGEMENT, HAVE THE RIGHT TO RETURN TO THE BUILDING AND PUNCH OUT IN ORDER TO OBTAIN THE APPROVED RELIEF FROM OVERTIME. NO MEMBER WITH A REQUEST APPROVED UNDER THE TERMS OF THIS SECTION SHALL BE DISCIPLINED FOR RETURNING TO THE BUILDING AND PUNCHING OUT WITHOUT COMPLETING THEIR ASSIGNED WORK, PROVIDED THEY HAVE WORKED AT LEAST SEVEN AND THREE QUARTERS(7.75) HOURS THAT SHIFT.**

The Center Manager and the Steward shall process such requests based on seniority. The Employer shall allow a minimum of ten percent (10%) of the package car drivers worked in any Center off on a daily basis. No package car driver's dispatch will be adjusted more than two (2) times per month. It is understood that to accomplish the above the Employer may need to provide an earlier start time. This subsection applies regardless of whether the driver has opted in or out pursuant to the provisions of subsection (c) below. Such requests shall not be submitted during the months of November and December. **FROM THE MONDAY AFTER THANKSGIVING TO THE DAY AFTER CHRISTMAS.**

(c) ~~The Union shall circulate and collect the names of package drivers who wish to be covered by the provisions of this Section twice each year. These lists shall be provided to the Company by January 5th and June 5th of each year. The Employer shall make a reasonable effort to reduce package car drivers' workdays below nine and one-half (9.5) hours per day for those on~~

the list. If a review indicates that progress is not being made in the reduction of assigned hours of work, (i.e the package driver has worked more than 9.5 hours on three (3) days in a work-week); **ESTABLISH A LIST, TO BE MAINTAINED BY THE STEWARD, OF PACKAGE CAR DRIVERS WHO WISH TO BE SUBJECT TO THE 9.5 OR 8 HOUR PROVISIONS BELOW.** The following language shall apply, except for the period from November 15th through January 15th of the following year:

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

NO DRIVER ON THE 9.5 LIST SHALL BE FORCED TO WORK OVER NINE AND ONE HALF(9.5) HOURS IN A SINGLE SHIFT. ANY DRIVER ON THE 9.5 LIST WHO CANNOT COMPLETE THEIR ASSIGNED WORK AND PUNCH OUT IN NINE AND ONE HALF(9.5) HOURS SHALL, AFTER NOTIFYING MANAGEMENT, HAVE THE RIGHT TO RETURN TO THE BUILDING AND PUNCH OUT IN ORDER TO LIMIT THEIR WORKDAY TO NINE AND ONE HALF(9.5) HOURS. NO MEMBER ON THE 9.5 LIST SHALL BE DISCIPLINED FOR RETURNING TO THE BUILDING AND PUNCHING OUT WITHOUT COMPLETING THEIR ASSIGNED WORK, PROVIDED THEY HAVE WORKED AT LEAST NINE AND ONE QUARTER(9.25) HOURS FOR THEIR SHIFT.

NO DRIVER ON THE 8 HOUR LIST SHALL BE FORCED TO WORK OVER EIGHT (8) HOURS IN A SINGLE SHIFT. ANY DRIVER ON THE 8 HOUR LIST WHO CANNOT COMPLETE THEIR ASSIGNED WORK AND PUNCH OUT IN EIGHT(8) HOURS SHALL, AFTER NOTIFYING MANAGEMENT, HAVE THE RIGHT TO RETURN TO THE BUILDING AND PUNCH OUT IN ORDER TO LIMIT THEIR WORKDAY TO EIGHT(8) HOURS. NO MEMBER ON THE 8 HOUR LIST SHALL BE DISCIPLINED FOR RETURNING TO THE BUILDING AND PUNCHING OUT WITHOUT COMPLETING THEIR ASSIGNED WORK, PROVIDED THEY HAVE WORKED AT LEAST SEVEN AND THREE QUARTERS(7.75) HOURS FOR THEIR SHIFT.

have the right to file a grievance if the Employer has continually worked a driver more than nine and one half (9.5) hours per day for any three (3) days in a workweek. The Company will not assign excessive over-time on the two (2) remaining days within the workweek in order to retaliate against a driver for opting onto the 9.5 List.

The "opt-in" lists provided by the Union shall become effective on January 15th and June 15th. A driver may add or delete his/her name from **EITHER** list at any time **BY NOTIFYING THEIR STEWARD. THE STEWARD WILL PROVIDE THE CENTER MANAGER WITH UPDATED LISTS EACH MONDAY, WITH ANY CHANGES TO TAKE EFFECT THE FOLLOWING MONDAY.** with one week's notice to the Employer.

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

If a grievance under this provision (or a grievance under any excessive overtime provision of a Supplement, Rider or Addendum) can not be resolved at the local level, including Supplemental Panels, where applicable, the Union may docket the grievance to be heard by the "9.5 Committee." This Committee shall be composed of two (2) Union and two (2)

Employer representatives. The 9.5 Committee shall have the authority to direct the Employer to adjust the driver's work schedule. Deadlocked cases shall be referred to the Employer's Vice President of Labor Relations and the Co-Chair of the Teamsters United Parcel Service Negotiating Committee for final and binding resolution.

The Employer's Vice President and the Union's Co-Chair shall have the discretion to grant the grievant triple time pay for hours worked in excess of nine and one half (9.5) hours per day and/or to order the Employer to adjust the driver's work schedule. In the event the Employer's Vice President and the Union's Co-Chair cannot resolve a grievance, either party may refer the matter to arbitration in accordance with Article 8. In the event the position of the Union is sustained, the arbitrator shall have the authority to impose any remedy set forth in this Section. If there is a deadlocked grievance by the "9.5 committee" the Co-Chairs of the National Negotiating Committee may require a review of the adequacy of the Company's staffing in the center in which the grievance was filed. In the event the parties cannot resolve a dispute over whether excessive overtime in violation of this Section resulted from inadequate staffing in the center or other causes, such as the temporary unavailability of drivers, either may refer the matter to arbitration in accordance with Article 8. If the position of the Union is sustained, the arbitrator shall have the authority to award any remedy set forth in this Section including back wages at the appropriate rate of pay to the employee(s) adversely affected, as well as appropriate progression credit. The back wages shall be equal to what the employee(s) would have earned as a package driver at the applicable daily guarantee versus what he actually earned.

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

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

The provisions of this Section 1(c) shall supersede any language on "9.5" in the Central Region Supplement.

Section 2.

Not more than one (1) member of management will ride with a driver at any time except for the purpose of training management personnel. No driver will be scheduled for more than one (1) **O.J.S.** ride per year with more than one (1) member of management on the car. Such **RIDE SHALL BE LIMITED TO THREE CONSECUTIVE DAYS** day will not be used for disciplinary purposes. The sole reason for two (2) management employees on the car is for supervisory training. **SHOULD AN O.J.S. BE LESS THAN THREE CONSECUTIVE DAYS FOR ANY REASON OTHER THAN EMPLOYEE ABSENCE, THE MEMBER WILL NOT BE SCHEDULED FOR AN ADDITIONAL O.J.S. RIDE FOR A PERIOD OF NO LESS THAN ONE(1) YEAR. ANY VIOLATION OF THIS PARAGRAPH SHALL BE CONSIDERED OVER SUPERVISION AND BE SUBJECT TO THE PROCEDURE'S AND PENALTIES OUTLINED IN ARTICLE 37, SEC (a) ABOVE.** If a supervisor assists a driver during an O.J.S., that day will not be used in determining a fair day's work.

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

Section 3.

Any alleged violation of this Article shall be subject to the applicable grievance procedure **AND PENALTIES OUTLINED IN ARTICLE 37, SEC (a) ABOVE.** Where an employee has submitted a grievance regarding an excessive number of rides, no member of management shall ride with that employee unless and until **THE GRIEVANCE PROCEDURE IS RESOLVED.** the local level hearing is concluded provided such hearing is held within five (5) working days. If the Union has a legitimate reason for not being available within the five (5) working days, the period will be extended up to a total of ten (10) working days.

SECTION 4.

NO IN CAB VIDEO RECORDING DEVICE, AT ANY TIME, FOR ANY PURPOSE, SHALL BE PERMITTED. USE OF ANY SUCH DEVICE SHALL BE CONSIDERED A VIOLATION OF ARTICLE 8, SEC(d) AND WILL AUTHORIZE THE UNION TO TAKE ANY ACTION IT DEEMS NECESSARY, UP TO AND INCLUDING A STRIKE.

ARTICLE 40. AIR OPERATION

Preamble

~~In order for the Employer, the Union and the employees to further benefit from the expanding air operations, the following Sections shall supersede language on the same subjects in the Supplements, Riders and Addenda, unless specifically stated otherwise in this Article.~~

Section 1 — Air Drivers

(a) Air driver work shall consist of delivery and pickup of air packages which, because of time and customer commitments, cannot be reasonably performed by regular package drivers. Such work may include:

- (1) Delivery of air packages which the regular delivery drivers cannot deliver within guaranteed time commitments.
- (2) Delivery of air packages arriving at the facility after regular drivers have been dispatched.
- (3) Delivery and pick up of air packages on weekends and holi- days.
- (4) On Call Air pickups.
- (5) Pick up at air counters and drop boxes.

The Company shall not expand the utilization of part-time employees to pick up drop boxes, including those containing ground packages. The Company shall provide the International Teamsters Union with a report no later than March 1, 2013 and, thereafter, an annual report by August 15th of each year for the prior contract year identifying for each Local Union the total number of drop boxes being picked up by regular full-time package drivers, full-time air/combo drivers, and part-time air drivers. The ratio of drop boxes picked up by regular full-time package drivers, full-time air/combo drivers and part-time air drivers shall be maintained (within two (2) percentage points) during the term of this Agreement. Additional drop boxes will be picked up by the same ratio of regular full-time drivers, full-time air/combo drivers and part-time air drivers as established by the March 1, 2013 report. The size and dimensions of drop

boxes existing on February 1, 2013, and those added thereafter, shall not be increased, without the consent of the Union.

(6) Additional late air pickups.

(7) Air drivers may, on an exception basis, be used to make service on packages which are not air packages.

An exception package is intended to be when an Air Driver is making a pick up, as outlined above, after the regular driver has been at the customer's premises, and the customer has an exception ground package(s) for shipment, the air driver may make service on this package(s). Air drivers may continue to pick up Automatic Return Service packages but the features of this service will not be expanded.

Any violation of Section 1(a) (7), shall obligate the Employer to pay the Air Driver involved the difference between his/her rate of pay and the top regular package car driver wage rate existing at that building **FOR THE ENTIRE SHIFT**. Grievances concerning violation or abuse of this shall be referred directly to the National Air Committee.

(8) Delivery of early AM Packages.

(9) Movement of air packages to airports and other locations such as service centers, UPS buildings and driver meet points. Shuttle work currently performed by regular full-time drivers shall be excluded. Should a regular full-time driver vacate a position which includes air shuttle work, that job shall either be rebid as it previously existed and continue to be paid at the regular driver rate or the air shuttle work may be combined with other air work to create one (1) or more full-time air or full-time combination job(s) paid in accordance with Section 6 below. In no event shall such shuttle work be assigned to a part-time air driver. Shuttle work currently being performed by part-time air drivers shall be converted to full-time air driver work when the driver vacates the job except when there is not enough work available to create a full-time job.

(b) The workday for Air Drivers shall be as follows:

(1) Eight (8) hours scheduled work in the air driver's classification, or a combination of eight (8) hours scheduled work in the air driver's classification and other bargaining unit classifications, except air walker. These employees shall receive all appropriate full-time benefits.

(2) Less than eight (8) hours scheduled work in the air driver classification ~~or a combination of less than eight (8) hours scheduled work in the air driver classification and other bargaining unit classifications, except air walker.~~ The Employer will notify the Union within thirty (30) calendar days in writing when a less than eight (8) hour position is created, and the Union will have thirty (30) calendar days to grieve the implementation if they believe such position is improper. This grievance shall go directly to the National Air Committee. These less than eight (8) hour employees shall receive appropriate part-time benefits. No less than eight (8) hour combination job will be rescheduled to create two (2) part-time jobs.

(3) Combinations **WILL HAVE NO MORE THAN A ONE(1) HOUR GAP BETWEEN JOBS AS STATED IN ARTICLE 22, SEC 3, WITH THE UNDERSTANDING THAT THE EMPLOYEE'S MEAL BREAK BE DURING THIS PERIOD.** which require more than a two (2) hour gap between jobs will normally not be used unless mutually agreed to by the Local Union and the Employer.

(c) Air Driver Work Week

The workweek for full-time air drivers currently working a Monday through Friday workweek shall continue on that schedule. The work-week for additional full-time AND PART TIME air drivers shall be any five (5) consecutive days in seven (7), ~~and for all part-time air drivers shall be any five (5) in seven (7) days.~~ **ANY WORK PERFORMED IN ADDITION TO THIS FIVE(5) DAY SCHEDULE SHALL BE PAID AT DOUBLE TIME AND SHALL BE STRICTLY VOLUNTARY.**

(d) Air Driver Guarantee and Overtime

(1) Full-time air drivers shall have the same daily and weekly guarantees as provided for regular drivers in the applicable Supplement, Rider or Addendum. They shall receive overtime pay for hours worked in excess of eight (8) hours in a twenty-four (24) hour period ~~or in excess of forty (40) hours per week.~~

(2) Less than eight (8) hour air drivers (part-time air drivers) who have a regular scheduled start time shall have a **FOUR (4)** hour daily guarantee. They shall receive overtime pay for hours worked in excess of **FOUR (4)** hours in a twenty-four (24) hour period ~~or in excess of forty (40) hours per week.~~

(3) Any less than eight (8) hour combination air driver (part-time combination air drivers) who ~~works their three (3) hour guarantee shall be guaranteed~~ **EIGHT (8) hours IN COMBINATION.** They shall be paid overtime for work in excess of eight (8) hours in a twenty-four (24) hour period ~~or in excess of forty (40) hours per week.~~

(4) The provisions above do not apply to an air exception driver who performs extra work under Sections 1 (h), (j) or (k) below.

(5) Employees in paragraphs (2) and (3) above shall be entitled to all other provisions in their Supplement, Rider or Addendum (such as rest periods, shift differential, bidding to full-time jobs and lay-off provisions, etc.).

(e) Start Times

All full-time and part-time air drivers, who have a scheduled assignment, shall have start times posted the previous week. ~~Start times may be adjusted with notification prior to the employees reporting to work.~~

(f) Break Periods

(1) Full-time air drivers shall receive the same provisions for lunch and/or breaks as regular drivers receive in their Local Supplement, Rider or Addendum.

(2) This provision is not intended to give less than eight (8) hour air drivers or less than eight (8) hour combination air drivers more than one (1) break unless specifically stated otherwise in the Local Supplement, Rider or Addendum. However, any less than eight (8) hour air driver (part-time air driver) or less than eight (8) hour combination air driver (part-time combination air driver) who is dispatched with eight (8) or more hours will be provided the same break or lunch period as that provided to full-time drivers under the applicable Supplement, Rider or Addendum.

(g) Bidding Procedure

Air driver jobs shall be subject to the appropriate bidding procedures in the applicable Supplement, Rider or Addendum.

(h) Exception Air Drivers

(1) The Employer and the Union recognize that there may be air packages that cannot be delivered by the regular full-time package car driver or the scheduled air drivers listed in this Section. Therefore, the parties agree to continue the practice of allowing the use of part-time employees who have signed the exception qualified list or who have expressed in writing their desire to be on the list and who have been certified to deliver these exception air packages.

(2) Employees certified on the Exception Air Driver list who have not worked over forty (40) hours in the current work week shall be offered this work by seniority.

(3) Exception air drivers shall have no guarantee and will be paid only for the time worked making air deliveries. In the event a part-time employee works over **FOUR (4)** hours in any one (1) twenty-four (24) hour period, he or she shall be compensated at the rate of time and one-half (1-1/2) for all hours worked over **FOUR (4)** hours at the rate of pay specified in Section 6 below.

(4) No exception air driver shall be required by the Employer to wait at a center for packages off the clock.

(5) IF AN AIR EXCEPTION DRIVER OR ANY COMBINATION OF AIR EXCEPTION DRIVERS PERFORMS AIR DRIVER WORK FOR TEN(10) OR MORE DAYS IN A SINGLE MONTH, THE COMPANY SHALL CREATE AN ADDITIONAL PART-TIME AIR DRIVER JOB. THE NEWLY CREATED JOB SHALL BE SUBJECT TO THE APPROPRIATE BIDDING PROCEDURES IN ACCORDANCE WITH THE APPROPRIATE SUPPLEMENT, RIDER OR ADDENDUM.

(i) Personal Vehicles

~~Air Exception drivers will use the Employer's vehicles whenever possible. Air Exception drivers who would happen to use their personal automobiles shall be reimbursed at the IRS limit applicable per mile for all miles driven to perform the air driving work in addition to their air driver wages. When an employee uses his/her own vehicle in the service of the Employer and is involved in an accident, the Employer shall be responsible for the damages to both the employee's vehicle and to the other person's vehicle and/or property, and will provide liability insurance coverage.~~ ***NO EMPLOYEE SHALL USE THEIR PERSONAL VEHICLE TO TRANSPORT PACKAGES AT ANY TIME.***

(j) Holiday Work

When it is necessary to provide air service on holidays, the following procedure shall be used:

(1) The Employer shall offer this work in seniority order to full-time air drivers who have worked at least one (1) day that week before offering it to part-time air drivers.

~~(2) When the scheduling needs cannot be met using the above provision, the Employer shall have the right to force part-time air drivers and then full-time air drivers to work starting in reverse order of seniority. If after exhausting the above steps scheduling needs are still not met, the Employer shall offer the work in seniority order within the package driver classification. If more drivers are still needed the reverse seniority order concept will be used for package~~

drivers. **NO EMPLOYEE SHALL BE FORCED TO WORK ON A HOLIDAY UNLESS GROUND SERVICE IS BEING PROVIDED ON THAT HOLIDAY. ALL FULL TIME** drivers who work on a holiday **WILL BE ENTITLED TO AN** eight (8) hour guarantee. Such written request shall be made the last work day prior to the holiday. All time worked by these drivers on a holiday will be paid at the Supplemental holiday rate.

(3) The scheduling of the support work will be reviewed with the Local Union prior to the holiday. If the Local Union believes that the Employer has scheduled an excessive number of support employees, it shall have the right to appeal directly to the National Air Committee. The National Air Committee will review the schedule and determine whether the Employer has scheduled an excessive number of support employees. If it is determined by the National Air Committee that the Employer worked excessive support employees, the excessive employees worked shall be paid double-time for hours worked in addition to their holiday pay.

(4) Air drivers and support employees scheduled on a holiday to ensure air service to the customer, including time performing incidental work, shall receive straight-time for all hours worked up to eight (8) hours in addition to the holiday pay. Overtime provisions shall apply if the employee works over eight (8) hours. **ALL PART TIME AIR DRIVERS WHO WORK ON A HOLIDAY WILL BE ENTITLED TO A FIVE(5) HOUR GUARANTEE.**

(k) Saturday or Sunday Air Work

(1) To perform Saturday or Sunday air work the Employer and the Union recognize the need for air drivers other than those regularly scheduled. Qualified part-time employees who are interested in performing this work will so notify the Employer, be certified and be placed in seniority order on a posted qualified air driver list. Such work will be first offered in seniority order to employees on the qualified list who have not worked more than thirty-seven (37) hours in the current week. This work shall then be offered in seniority order to qualified part-time employees regardless of hours worked. If the scheduling needs still cannot be met, and additional employees are needed, the Employer may force qualified part-time employees in reverse seniority order.

(2) These employees shall be paid at the air driver's **DOUBLE TIME** rate of pay in accordance with Section 6 below. Time and one-half (1-1/2) will be paid after eight (8) hours per day or after forty (40) hours per week.

(3) All employees working as an air driver on Saturday or Sunday under this Section shall have a **FIVE (5)** hour guarantee.

(l) References in this Article to an air driver, part-time or full-time, include employees who on a scheduled basis, perform (1) only air driving work, or, (2) air driving work in combination with other bargaining unit work.

Section 2. Air Walkers

(a) Air Walkers may deliver and/or pickup air packages and shall not drive any vehicle which requires a drivers license in the performance of their duties.

(b) Air Walkers will not be used to pick-up or deliver ground packages.

(c) Air walkers shall start and end the day in the area they work.

(d) Air Walkers shall be guaranteed **FOUR (4)** hours per day and shall be given a ten (10) minute paid break.

(e) Air Walkers shall be paid in accordance with Section 6 below.

(f) Air Walkers shall receive all part-time benefits and conditions of employment as outlined in the appropriate Supplement, Rider or Addendum including the right to bid into full-time jobs. An air walker position shall be open for bid to current employees prior to tilling that position from the outside.

(g) The intent of this Section is not to eliminate present full-time air jobs and/or combination jobs.

Section 3. Air Hub and Gateway Operations

Employees presently working in or hired into existing air hubs and/ or gateways shall continue to work under the present agreements covering the air hub and gateway operations. If no agreement exists, Article 40, Section 3 shall apply. However, if Section 3 is silent, the appropriate Supplement, Rider or Addendum will apply.

(a) Workweek

(1) The work week for air hub and gateway employees shall consist of any five (5) **CONSECUTIVE** days in a seven (7) day period. **NO EMPLOYEE SHALL BE FORCED TO WORK BEYOND THEIR SCHEDULED FIVE DAY WORKWEEK.**

(2) Air hub and gateway employees hired prior to August 1, 1987 shall have the right to maintain the workweek in existence at that time, if such workweek exists.

(b) Daily Guarantees

The **FOUR (4)** hour daily guarantees shall apply whenever possible. Further, the parties agree that in those areas that do not currently have a daily guarantee, the following procedure shall apply: If eighty percent (80%) of the employees reporting to a shift work three (3) or more hours for thirty (30) working days within a forty-five (45) day period, except for peak season, such shift shall be entitled to a three (3) hour guarantee. The Employer may also provide a higher daily guarantee to the extent it does not conflict with the overtime rules in the applicable Supplement, Rider or Addendum. Grievances concerning this issue shall be brought directly to the National Air Committee. **ALL HOURS WORKED BEYOND FOUR(4) HOURS SHALL BE PAID AT TIME AND ONE HALF. ANY WORK BEYOND THE GUARANTEE SHALL BE AT THE OPTION OF THE EMPLOYEE. NO PART TIME EMPLOYEE SHALL BE DISCIPLINED FOR NOT WORKING BEYOND THEIR GUARANTEE.**

(c) Holidays

(1) When it is necessary to operate an air hub and gateway operation on a holiday, those employees worked will be paid **DOUBLE TIME** in addition to holiday pay if it is not a scheduled workday for those employees.

(2) For those employees not qualified for overtime, as stated above, the holiday will be a normal workday.

(3) The holiday shall be defined as the **CALENDAR** day **ON WHICH** the holiday **FALLS**.

(4) Start times on these days may differ from normal workday start times.

(d) Rest Periods—~~Air operation employees who are covered by a daily guarantee shall receive the same rest period provisions as outlined in the appropriate Supplement, Rider or Addendum.~~

(e) Newly Expanded Hubs and Gateways

If an air operation is expanded or altered and is no longer able to effectively operate, the Employer and the Union shall meet to work out any needed modifications, which would be subject to approval of the National Air Committee.

(f) Seniority

(1) Air hub and gateway employees shall work off one (1) seniority list within each operation, unless otherwise mutually agreed. Part-time employees covered under this Section shall be given the same opportunities for full-time positions as described in the appropriate Supplement, Rider or Addendum. Where those Agreements are silent or are not clear, the Employer and the Local Union shall meet and agree upon a method of affording the opportunity for full-time employment.

(2) In air hub and gateways that currently have no procedure to recognize part-time seniority, part-time employees with one (1) or more years of seniority will be allowed in seniority order to fill permanent vacancies on a different shift and/or fill permanent vacancies between the airport sort facility and the ramp in all months except November and December. The employee will be allowed to exercise this procedure once a year.

(g) Start Times

~~Start times may be adjusted with notification, prior to the employees reporting for work, to coincide with the arrival and departure of parcels.~~ **FIXED START TIMES SHALL BE POSTED ON MONDAY FOR THE FOLLOWING WEEK.**

(h) Rain Gear

The Employer shall provide all outside ramp employees rain gear, to include, pants and tops. De-ice crews shall be provided with insulated coveralls, insulated gloves, boots and rain gear that is large enough to fit over the insulated coveralls.

(i) Air Gateway

In addition to the Union's right to organize employees at the Company's air gateways in accordance with applicable law, work performed at air gateways shall be performed by United Parcel Service bargaining unit members in accordance with the following procedure:

~~The Union Chairperson of the National Air Committee shall serve the Company Chairperson of the National Air Committee with written notice of the Union's position that work at a particular gateway is appropriate for conversion to work performed by United Parcel Service bargaining unit members. Upon receipt of the notice, the Union and Company Chairpersons of the National Air Committee shall meet to review the details of the specified gateway operation, including if necessary an inspection of the air gateway. For work at an air gateway/ramp operation (including any sort work performed on the ramp) to be performed by United Parcel Service bargaining unit members, all of the following criteria must be met:~~

~~(1) The air gateway operation must have an established five(5)day workweek with a minimum of three (3) hours of continuous work on all shifts (excluding rest periods provided in the appropriate Supplement, Rider or Addenda) for all employees;~~

~~(2) There is a minimum of forty (40) potential bargaining unit members on the ramp;~~

~~(3) The Company currently owns, rents or leases the appropriate ramp equipment. Disputes over the economic impact of the Company's ability to purchase, rent or lease the necessary ramp equipment will be resolved by the Union and Company National Air Committee Chairpersons; and,~~

~~(4) The Company is not prohibited from obtaining legal permission to operate on the airport ramp by the operating authority of that particular airport.~~

~~Once the Union Chairperson of the National Air Committee has served the Company Chairperson of the National Air Committee with written notice of the Union's position that a particular air gateway is appropriate for conversion in accordance with the criteria set forth in (1) through (4) above, the Company agrees that subsequent alteration or changes in the four (4) criteria listed above, which are made by the Company, shall not be used as a subterfuge to avoid conversion.~~

~~The conversion period shall be no longer than one hundred twenty (120) days from the date the Union and Company Chairpersons verify that the above stated criteria have been satisfied.~~

~~The completed conversion of an air gateway to work being performed by United Parcel Service bargaining unit members under the provisions of this Section shall not be affected by subsequent alteration or changes in the criteria set forth in (1) through (4) above at any such converted air gateway.~~

~~Air gateway location(s) which utilize a Teamster represented vendor contracted by United Parcel Service are not subject to this Section.~~

Section 4. Start Times for Air Shuttle and Air Feed Drivers

FIXED START TIMES SHALL BE POSTED ON MONDAY FOR THE FOLLOWING WEEK.

~~Because of the nature of the air business, regular air shuttle and air feed drivers may have flexible start times on Monday, Friday, Saturday, Sunday and/or holidays to coincide with the needs of the Employer's air operations.~~

Section 5. Grievance Procedure

~~(a) A Joint National Air Committee shall be appointed for the purpose of continually reviewing the progress of the air expansion and the unforeseen problems that may arise. This Committee shall have the authority to amend, alter, add to and delete provisions of this Article as it deems necessary to further the best interests of the employees and the Employer's air operation.~~

~~(b) All grievances, controversies and/or disputes concerning the Air Operation shall be subject to the regular grievance procedure. Any decision rendered by a local, state or area panel which interprets Article 40 shall not be precedent setting in any other case.~~

~~(c) Any dispute concerning the interpretation or applicability of this Article including cases which have deadlocked at the lower level shall be submitted to the Joint National Air Committee for resolution. Such resolution will include the right to submit the matter to~~

arbitration in accordance with Article 8 Procedures. Decisions made in accordance with this Section shall be final and binding on all parties.

Section 6. Wages

All hourly wages for employees covered under Article 40 will be determined in accordance with this Section, Article 22 and Article 41 where specified.

(a) Part-time air drivers including exception air drivers will be paid as follows:

SENIORITY	70%
SENIORITY PLUS ONE(1) YEAR	75%
SENIORITY PLUS TWO(2) YEARS	80%
SENIORITY PLUS THREE(3) YEARS	90%
SENIORITY PLUS FOUR(4) YEARS	TOP RATE

ALL PERCENTAGES ARE OF THE EFFECTIVE TOP RATE AT THE TIME OF PAYMENT. THE TOP RATE UPON RATIFICATION OF THIS AGREEMENT SHALL BE \$37/HOUR AND SHALL BE SUBJECT TO THE GENERAL WAGE INCREASES IN ARTICLE 41, SEC 1.

(1) Effective August 1, 2018 the prior \$28.64 forty-eight (48) month (top) rate will change on August 1st of each year of the Agreement to reflect the agreed upon general wage increases.

(2) Seniority part-time employees entering a part-time air driver job after the effective date of this Agreement will begin at the start rate. Part-time air drivers in progression as of the ratification of this Agreement will maintain a two (2) year progression to Top Rate as set forth in Article 40, Section 6(a) of the 2013-2018 NMA but will be paid the applicable hourly rates as set forth above.

Part-time employees who are awarded a scheduled part time air driver job shall receive progression credit in accordance with the following: for each four (4) days on which exception air work was performed in the two (2) years immediately prior to the bid award, one (1) month of progression credit shall be granted. In addition, if a bid part-time air driver is displaced, he/she will retain his/her progression credit under paragraph (a.) for any air exception work.

(b) Full-time air drivers will be paid as follows:

SENIORITY	70%
SENIORITY PLUS ONE(1) YEAR	75%
SENIORITY PLUS TWO(2) YEARS	80%
SENIORITY PLUS THREE(3) YEARS	90%
SENIORITY PLUS FOUR(4) YEARS	TOP RATE

ALL PERCENTAGES ARE OF THE EFFECTIVE TOP RATE AT THE TIME OF PAYMENT. THE TOP RATE UPON RATIFICATION OF THIS AGREEMENT SHALL BE \$37/HOUR AND SHALL BE SUBJECT TO THE GENERAL WAGE INCREASES IN ARTICLE 41, SEC 1.

1. Effective August 1, 2018 the prior \$30.64 (top) rate will change on August 1st of each year of the Agreement to reflect the agreed upon general wage increases.

2. Seniority full-time employees entering a full-time air driver job will be slotted based on their Company seniority. Full-time air drivers in progression as of the ratification of this Agreement

will maintain a two (2) year progression to Top Rate as set forth in Article 40, Section 6(b) of the 2013-2018 NMA but will be paid the applicable hourly rates as set forth above.

(c) All new hire full-time or part-time air drivers will be placed in the applicable progression in paragraphs (a.) or (b.) above. Part-time employees who bid into a full-time air driver job covered by this Section will be red-circled at their current wage rate until such time as the calculated progression rate set forth above exceeds that rate. The transfer date will become his/her full-time start date for the purposes of applying the progression set forth above. A part-time employee shall not lose the red-circle protection provided by this paragraph as a result of transferring from one full-time air driver job to another full-time air driver job.

(d) All current full-time or part-time air drivers who are out of the progression in the prior agreement shall receive the general wage increases provided for in accordance with Articles 22 or 41, as applicable.

(e) Employees in existing or newly created less-than-eight hour combination jobs shall be paid the part-time air rate in accordance with paragraph (a.) above for air driver work and their normal part-time wages for the hours worked in other classifications in accordance with Article 22.

(f) Employees who are in existing full-time combination jobs or who hereafter enter a full-time combination job shall be paid **IN ACCORDANCE WITH ARTICLE 41, SEC 3 FOR ALL HOURS WORKED REGARDLESS OF WHICH CLASSIFICATION THEY WORK IN DURING THEIR SHIFT** the appropriate full-time air rate for air driver work appropriate inside part-time rate for the hours worked in other classifications. If an employee has no established inside rate, that employee will be paid the appropriate part-time rate in accordance with his Company seniority.

(g) Employees on the exception air driver list shall continue to be slotted into the part-time air driver progression in paragraph (a.) above based upon the length of time the employee has been performing air exception work. Seniority employees who begin performing air exception work will start at the seniority rate. New part-time employees signing up to perform air exception work will receive the start rate in paragraph (a.) above until they gain seniority.

(h) Part-time air hub and gateway employees and air walkers shall be paid the applicable part-time rate of pay as set forth in Article 22, Section 5(a) or (b). However, if a part-time employee is awarded an air walker job he/she shall continue to receive his/her inside rate in accordance with Article 22. Full-time air hub and gateway jobs shall be paid in accordance with Article 41, Section 3 unless there is an existing agreement under Article 40, Section 3 expressly providing a pay rate for such a classification.

(i) Air operation employees who are covered by a daily guarantee shall receive the same rest period provisions as outlined in the appropriate Supplement, Rider or Addendum.

ARTICLE 41. FULL-TIME EMPLOYEES

Section 1. Full-time Wage Increases

All full-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 the year will be as follows:

2018 ONE DOLLAR	(\$1.00)
2019 ONE DOLLAR AND TWENTY-FIVE CENTS	(\$1.25)
2020 ONE DOLLAR AND FIFTY CENTS	(\$1.50)

2021 ONE DOLLAR AND SEVENTY-FIVE CENTS (\$1.75)
2022 TWO DOLLARS (\$2.00)

Full-time employees still in progression on the effective date of this Master Agreement shall receive the above contractual increases.

They will be paid no less than what they are entitled to in accordance with Article 41, Section 2 below. **THESE GENERAL WAGE INCREASES SHALL APPLY TO ALL TOP RATES OR BASE RATES INCLUDED IN THIS AGREEMENT.**

Section 2. Full-time Wage Progression

(a) Notwithstanding any provision in any Supplements, Riders or Addendum the progressions set forth in Sections 2(c) and 3 below will be controlling with regard to any employee entering a full-time job after August 1, 2018~~23~~ covered by those Sections.

(b) No employee shall be required to complete a full-time progression more than one (1) time even if he or she 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.

(c) The progression for employees entering a package car driving, feeder or other full-time job (other than an air driver, Article 43 jobs or a job covered by Sections 3, 4 or 6 below) after August 1, 2018~~23~~ shall be as follows:

SENIORITY	70%
SENIORITY PLUS ONE(1) YEAR	75%
SENIORITY PLUS TWO(2) YEARS	80%
SENIORITY PLUS THREE(3) YEARS	90%
SENIORITY PLUS FOUR(4) YEARS	TOP RATE

ALL PERCENTAGES ARE OF THE EFFECTIVE TOP RATE AT THE TIME OF PAYMENT. THE TOP RATE UPON RATIFICATION OF THIS AGREEMENT SHALL BE \$45/HOUR AND SHALL BE SUBJECT TO THE GENERAL WAGE INCREASES IN ARTICLE 41, SEC 1.

Part-time employees on the payroll as of July 31, 2018~~23~~ 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 his/her full-time start date for 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 his/her 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.

The progressions in this subsection shall apply to full-time employees who may have had separate progressions in their Supplements, Riders or Addenda including, but not limited to, UPS CSI.

Employees in the Article 41 Section 2(c) progression in the prior Agreement as of the date of ratification shall be slotted into the new progression above.

Section 3. Full-time Inside *AND 22.3 COMBINATION* Wages

The rates in this Section shall not apply to any full-time inside jobs guaranteed in Article 22, Section 2 created prior to August 1, 1997. Rather, for employees entering those jobs, Article 41, Section 2 (c) above shall apply.

Part-time employees whose rates are higher than those set forth below who bid into a full-time inside job covered by this Section shall be paid their current inside wage rate plus the general wage increases.

Other part-time employees who bid into a full-time inside *OR 22.3 COMBINATION* job covered by this Section will be red circled at their current wage rate until such time as the calculated progression rate set forth below exceeds that rate. The transfer date will become his/her full-time start date for purposes of applying the progression set forth below. A part-time employee shall not lose the red circle protection provided by this paragraph as a result of transferring from one full-time inside job to another full-time inside job.

SENIORITY	70%
SENIORITY PLUS ONE(1) YEAR	75%
SENIORITY PLUS TWO(2) YEARS	80%
SENIORITY PLUS THREE(3) YEARS	90%
SENIORITY PLUS FOUR(4) YEARS	TOP RATE

ALL PERCENTAGES ARE OF THE EFFECTIVE TOP RATE AT THE TIME OF PAYMENT. THE TOP RATE UPON RATIFICATION OF THIS AGREEMENT SHALL BE \$37/HOUR AND SHALL BE SUBJECT TO THE GENERAL WAGE INCREASES IN ARTICLE 41, SEC 1.

Employees who are in progression as of the date of ratification, will be slotted into the above progression. When the progression is completed for these employees, the employee shall be placed at the then current top rate and shall thereafter be eligible to receive the general wage increases beginning on the next date specified in Article 41, Section 1.

Full-time employees who bid into a full-time inside job covered by this Section will be paid in accordance with their full-time seniority date. Full-time employees with four (4) or more years of full-time seniority who bid into a full-time inside job will be paid the top current rate of the classification.

Section 4. Full-Time Wages For Article 22.4(b) Jobs

~~Part-time employees whose rates are higher than those set forth below who bid into a full-time 22.4(b) job covered by this Section shall be paid their current inside wage rate plus the general wage increases.~~

~~Other part-time employees who bid into a full-time 22.4(b) job covered by this Section will be red circled at their current wage rate until such time as the calculated progression rate set forth below exceeds that rate. The transfer date will become his/her full-time start date for purposes of applying the progression set forth below. A part-time employee shall not lose the red circle protection provided by this paragraph as a result of transferring from a 22.4(b) job to a full-time inside job covered by either Article 22.2 or 22.3.~~

Start	\$20.50
Twelve (12) months	\$21.25
Twenty-Four (24) months	\$22.75
Thirty-Six (36) months	\$25.00
Forty-Eight (48) months	Top Rate

The Top Rate shall be \$30.64 plus the general wage increases provided in Section 1 above.

Any part-time employee performing package car cover type work in a Supplement, Rider or Addendum who bids into a 22.4 driver job will be treated the same as if he entered into a regular package car driver job under Article 41, Section 2 (c) for progression credit and red circle purposes.

Full-time employees who bid into a full-time 22.4(b) job covered by this Section will be paid in accordance with their full-time seniority date. Full-time employees with four (4) or more years of full-time seniority who bid into a full-time inside job will be paid the top current rate of the classification.

ARTICLE 42. UNIFORMS

Effective May 1, 1994, short uniform trousers will be provided as an option for package and feeder drivers at no cost to the employee. Such shorts may only be worn in compliance with uniform and appearance standards established by the Employer. **IN THE EVENT THAT THE EMPLOYER CONTINUES TO REQUIRE THE WEARING OF COMPANY BRANDED SOCKS WITH SHORT UNIFORM TROUSERS, THESE SOCKS WILL BE PROVIDED TO EMPLOYEES AT THE RATE OF FIVE(5) PAIRS PER YEAR AT NO COST TO THE EMPLOYEE.**

ARTICLE 43. PREMIUM SERVICES

Section 1. Job Protection

(2) When the existing feeder network will not adequately meet the Employer's time and service needs, the Employer agrees to establish a new driver classification, which shall be called a premium service driver. This driver will be typically used to move loads to and from ground and air hubs that are more than two hundred fifty (250) miles apart. ~~Wherever practical~~ **WHEN PERFORMED AS A LAYOVER**, the driver will start at approximately the same start time each day and make two (2) round trips per week to a scheduled sort location. Such work must provide the driver a minimum four (4) day work week.

Benefits provided will be those of regular full-time feeder drivers. The driver will be provided the opportunity to work ten (10) hours per day four (4) days per week.

Drivers will also be provided with lodging, **SUBSISTENCE PAY OF \$50 FOR EACH REST PERIOD**, and shuttle service at the away destination. When jobs are created that have less than ten (10) hours of work, the premium service driver will be paid at the feeder rate of pay and be allowed to work locally in either origin or destination city to fill out his/her workday. ~~In regards to the premium service drivers, since some hubs work on Friday and some on Sunday, the Employer may move the fifth (5th) day loads via a TOFC pursuant to Article 26.~~

ANY EN ROUTE DELAY TIME WILL BE PAID AT TIME AND A HALF OF THE APPROPRIATE HOURLY RATE OF PAY. THE REST PERIOD AT THE AWAY LOCATION

WILL BE NO LESS THAN 10 HOURS AND NO MORE THAN 14 HOURS. THE FIRST 8 HOURS OF A REST PERIOD SHALL BE UNPAID, ALL HOURS OF A REST PERIOD AFTER 8 HOURS SHALL BE PAID AT THE APPROPRIATE HOURLY RATE OF PAY.

(4) NO EXISTING SLEEPER OR FEEDER JOB IN EXISTENCE AS OF AUGUST 1, 2023 SHALL BE ELIMINATED THROUGH THE USE OF 'SELF DRIVING' VEHICLES. THE EMPLOYER AGREES THAT IN ORDER TO ENSURE PUBLIC SAFETY ANY 'SELF DRIVING' VEHICLE PLACED INTO SERVICE WILL BE OCCUPIED BY A QUALIFIED FEEDER DRIVER OR SLEEPER TEAM WHEN PULLING ANY LOAD. UNDER NO CIRCUMSTANCES WILL LOADS BE PULLED BY AN UNMANNED VEHICLE.

Section 2. Sleeper Team Operations

(1) Bidding and Mileage

(a) Sleeper cab runs approved pursuant to the provisions of Article 43 will be posted and employees may bid for such runs in accordance with the bidding procedures set forth in the applicable Supplement, Rider or Addendum (LOCAL WORK RULES). EXISTING CITY PAIR NETWORK MUST BE PROVEN UNVIALE PRIOR TO ANY SLEEPER TEAM BEING UTILIZED. WORK MUST BE DEEMED UNSERVICEABLE BY A JOINT COMMITTEE PRIOR TO BEING MOVED TO SLEEPER TEAM OPERATIONS.

No seniority employee shall be forced to drive in a sleeper cab run.

A senior driver who successfully bids a sleeper cab run shall be permitted to select his/her respective sleeper cab team partner without regard to seniority, provided that the driver selected as a partner has, prior to such bid, acknowledged his/her agreement, in writing, to accept such permanent sleeper cab run driving assignment and provided further that the selected partner possesses the required qualifications.

(b) There shall be no two (2) person operations on runs of less than five hundred fifty (550) FIFTEEN HUNDRED (1500) outbound miles and one thousand one hundred (1100) THREE THOUSAND (3000) miles round trip, AND EN ROUTE LEGS SHALL BE 700 MILES OR MORE.

FOR RUN CONTINUITY PURPOSES IT MIGHT BE NECESSARY FOR A TEAM TO MAKE A SHORT LEG TO A NEARBY LOCATION, BUT AT NO TIME WILL A TEAM PULL A LOADED TRAILER LESS THAN 700 MILES, AND AT NO TIME WILL A TEAM DRIVE MORE THAN 30 MILES WITHOUT A TRAILER. NO TEAM SHALL BEGIN THEIR BID WITH AN EMPTY MOVEMENT.

THESE REQUIREMENTS ARE FOR THE SAFETY OF THE TEAM TO GIVE THE DRIVER IN THE BERTH A REASONABLE AMOUNT OF UNDISTURBED BERTH TIME.

All bids and cover drivers will receive reasonable time off at their home center. A MINIMUM OF 58 HOURS OFF AT THEIR HOME CENTER.

(c) Every team driver shall be guaranteed at least forty (40) hours of pay per week. A 40 HOUR WEEK WILL BE ALL RUNS OF 3,000 MILES OR MORE.

(d) A PREMIUM OF 1.5 MILEAGE RATE PAY WILL BE APPLIED FOR ALL MILES OVER 5,000 MILES.

(e) SLEEPER TEAMS SHALL REMAIN IN A LOCAL'S JURISDICTION ONCE AWARDED.

(f) SLEEPER TEAMS ARE PROHIBITED FROM PERFORMING CITY PAIR TURNS.

(5) Sleeper Equipment

(b) Sleeper berths shall be equipped with individual heat and air conditioning controls and units. **ALL SLEEPER TRACTORS SHALL MAINTAIN WORKING A/C AND HEATER UNITS FOR THE CAB AND THE BERTH.** Automatic idle shut offs will not be activated unless required by law. If this occurs, the affected local union may on a case by case basis appeal to the chairs of the Article 43 Committee for resolution.

(e) SLEEPER EQUIPMENT SHALL BE EQUIPPED WITH A TRUCK BASED GPS SYSTEM

(f) ALL EQUIPMENT SHALL RUN TO AVERAGE STANDARDS AND SPEED LIMITS WITHIN A SLEEPER BID. UNDERPOWERED EQUIPMENT SHALL BE ADDRESSED PROMPTLY. A .05 PREMIUM SHALL BE APPLIED WHEN SUBSTANDARD EQUIPMENT MUST BE USED.

(6) Subsistence Allowance

Each employee shall be allowed road expenses in the amount of **FIFTY(50) CENTS PER MILE.** thirty-five (\$35.00) for each one thousand (1000) miles traveled.

(7) Delay Time

It is the intent of the parties to make the driver whole for all justified delay time, such as waiting for late loads, unscheduled on property work, accident delay or on road equipment breakdown. Any disputes will be referred to the Joint Premium Service Review Committee.

ALL DELAY TIME WILL BE PAID TO THE TEAM REGARDLESS OF LOCATION OF DELAY. ANY DELAY TIME WILL BE PAID AT TIME/HALF THE APPROPRIATE HOURLY RATE.

(8) Solo Driving

There shall be no solo driving permitted in sleeper cab operations, except in cases of emergency. In case of emergency where one (1) driver is used to complete a sleeper cab trip, the driver so used shall receive the full mileage rate of pay per unit mile traveled in addition to all other compensation provided for herein. In cases of emergency solo driving of such length that a rest period is necessary, the driver, in addition, shall be provided the cost of lodging for such rest period. **IF LODGING IS NOT OBTAINABLE, THEN THE SOLO DRIVER WILL BE PAID THE APPROPRIATE HOURLY RATE FOR 10 HOURS TO RESET THEIR DRIVE TIME AVAILABILITY.**

(10) Mileage Determination

Sleeper drivers shall be paid for the scheduled miles that they drive, on a point-to-point basis over the routes driven. The method of measurement for mileage under this provision **WILL BE A TRUCK BASED GPS SYSTEM.**

(11) All employees entering after August 1, 2023, a job classification paid on a mileage rate, who have not yet completed a full-time progression, shall be paid a progression rate equal to the following:

Start	80%
Twelve (12) Months	85%
Twenty-Four (24) Months	90%
Thirty-Six (36) Months	95%
Forty-Eight (48) Months	TOP RATE

ALL PERCENTAGES ARE OF THE EFFECTIVE TOP RATE AT THE TIME OF PAYMENT

Those drivers in progression as of the ratification of this Agreement will maintain a three (3) year progression to Top Rate as set forth in Article 43, Section 2 (11) of the 2013-2018 NMA but will be paid the applicable mileage rates as set forth above. **THOSE DRIVERS IN PROGRESSION AS OF THE RATIFICATION OF THIS AGREEMENT WILL MAINTAIN A FOUR (4) YEAR PROGRESSION TO TOP RATE AS SET FORTH IN ARTICLE 43, SECTION 2 (11) OF THE 2018-2023 NMA BUT WILL BE PAID THE APPLICABLE MILEAGE RATES AS SET FORTH ABOVE.**

Section 3. Mileage Rates

Premium Service drivers will be paid the cents per mile shown below for all miles driven. Sleeper teams will receive a two (2) cents per mile premium on the appropriate mileage rate and will equally divide the appropriate rate.

The mileage rates set forth below shall be effective for each of the specified contract years. The total increases for each year will result in the following mileage rates:

	Single	Double	Triple
August 2023	1.0457	1.0683	1.0912
August 2024	1.0761	1.0995	1.1230
August 2025	1.1066	1.1306	1.1548
August 2026	1.1371	1.1617	1.1866
August 2027	1.1675	1.1928	1.2184

Section 4. Joint Premium Service Review Committee

The Employer and the Union agree to establish a Joint Premium Service Review Committee consisting of four (4) Union representatives and four (4) Employer representatives. This Committee shall meet at least quarterly or upon the call of either the Union Chair (who shall be appointed by the Union General President) or the Employer Chair.

SO THAT CONCERNED DRIVERS MAY HAVE THE ABILITY TO RAISE AWARENESS CONCERNING PROBLEMS INVOLVED WITH SLEEPER OPERATIONS, THE NAMES AND CONTACT INFORMATION FOR THESE 8 INDIVIDUALS WILL BE POSTED AT EACH FEEDER SLEEPER OPERATION. DRIVERS SHALL BE INFORMED OF THE MINUTES FROM EACH QUARTERLY MEETING.

EACH LOCAL WILL MAINTAIN A PREMIUM SERVICE COMMITTEE OF 4 UNION MEMBERS CONSISTING OF AT LEAST ONE BUSINESS AGENT, ONE STEWARD, AND

ONE SLEEPER DRIVER. THIS COMMITTEE WILL BE IN PLACE TO OVERSEE THE IMPLEMENTATION OF SLEEPER RUNS, LAYOVER RUNS, AND MILEAGE RUNS.

ARTICLE 44. OVER 70 POUND SERVICE PACKAGE HANDLING

In all such instances involving package car OR AIR drivers, where assistance from another bargaining unit employee has been requested in good faith, both employees will be full-time employees of the bargaining unit except that air drivers or helpers, where permitted by the applicable Supplement, may be used to assist the full-time driver in the delivery and/or pickup of such overweight packages. **ALL DELIVERIES OF OVER 70LB PACKAGES SHALL BE MADE BY TWO PERSON TEAMS ON DESIGNATED ROUTES. ASSIGNMENT TO BULK ROUTES WILL BE IN ACCORDANCE WITH THE APPROPRIATE SUPPLEMENT, RIDER OR ADDENDUM. ANY VEHICLE LARGER THAN A PACKAGE CAR USED TO MAKE SUCH DELIVERIES SHALL BE EQUIPPED WITH A LIFTGATE.** ~~On Saturdays, air drivers may be assisted by another air driver in the delivery and/or pickup of overweight packages. A helper may be used to assist a driver in the handling of overweight packages when a helper is already on the package car in accordance with the terms of the Supplement, Rider or Addendum.~~

ARTICLE 45. DURATION

Section 1.

This Agreement shall be in full force and effect from August 1, **2023** to and including July 31, **2026** and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 2.

Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to July 31, **2026** or July 31st of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

Section 3.

Revisions agreed upon or ordered shall be effective as of August 1, **2023** unless otherwise specifically provided. The Employer or the National Negotiating Committee shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree therein.

Memorandum of Understanding

United Parcel Service, Inc. (Ohio and New York Corporation) and Teamsters United Parcel Service National Negotiating Committee agree that under Article 26 the Employer may not subcontract feeder movements to outside trucking contractors ~~solely because it is less expensive.~~

The parties further agree that this Memorandum of Understanding does not apply to the 2002 Memorandum of Understanding regarding the intent of Article 1, Section 4.

Memorandum of Understanding

~~Teamster United Parcel Service Negotiating Committee (Union) and United Parcel Service, Inc. agree that it was their mutual intent that if a part-time employee completes his assigned duties and leaves work in less than three and one-half hours he shall be considered to have forfeited the right to his daily three and one-half hour guarantee. This shall not affect an employee's right to a minimum three (3) hour daily guarantee.~~

Memorandum of Understanding

United Parcel Service, Inc. (Ohio and New York Corporation), as a demonstration of its commitment to maintaining jointly administered Teamster pension benefit plans, and to enhance the long term stability of pension coverage for its employees represented by Teamster Local Unions, ~~agrees that for a period of five 5 years from the effective date of the National Master Agreement,~~ it will not solicit any signatory Local Union to change pension plans, either by proposing such change during future negotiations of the National Master Agreement or by encouraging its employees to advocate withdrawal from participation in their current pension plan.

LETTER OF AGREEMENT

United Parcel Service, Inc. ("UPS" or "Company") and the Teamsters UPS National Negotiating Committee ("Union") agree that the following will apply to Article 26, Section 4 of the UPS National Master Agreement:

~~(1) In the event the Company's competition eliminates its service comparable to Surepost, either nationwide or in any service area, the Company shall discontinue Surepost on the same basis.~~

~~(2) In the event any dispute referred to the chairs pursuant to Article 26 Section 4,(3) cannot be resolved, the matter shall be subject to expedited arbitration process which will allow the grievance to be heard within sixty(60) days of filing. The first arbitrator, in alphabetical order, on the East Panel who is available within the sixty (60) day period, will be selected to hear the case. In the event the arbitrator finds that UPS has expanded Surepost beyond the scope of Article 26, Section 4 without first obtaining the consent of the Union, he shall have the authority to fashion a remedy based on the nature and extent of the violation, including issuing a cease and desist order requiring UPS to terminate the expanded service.~~