

UNITED PARCEL SERVICE

The Central Region of Teamsters

Supplemental Agreement

**For the Period August 1, ~~2018~~ 2023
through July 31, ~~2023~~ 2028**

The following Articles and/or Sections of this Central Region of Teamsters Supplement shall supersede or be additions to the corresponding Articles and/or Sections of the National Master United Parcel Service Agreement.

**ARTICLE 1-PROBATIONARY
EMPLOYEES-SEASONAL EMPLOYEES**

Section 1

(a) Probationary employees: a new employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) working day trial basis, during which period ~~he/she~~ **their** may be discharged without further recourse; provided however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against union members. After working thirty (30) days within a ninety (90) consecutive day period, the employee shall be placed on the regular seniority list, and ~~his/her~~ **their** seniority date shall revert back to the first (1st) day of the thirty (30) day period in which the employee gained seniority.

On days where the Employer has exhausted the air drivers list, pre-seniority drivers may be used for air and these days would not count toward seniority. The Employer would be obligated to follow the conditions outlined under Article 40, Section 1 of the Master Agreement.

Attendance at orientation meetings, not to extend beyond fifteen (15) days for educational training for full-time and five (5) days for part-time employees, shall not count as working days for the acquisition of seniority. Employees who attend orientation shall receive the new hire starting rate as outlined in Article 41 (Wages) for full-time employees or newly hired starting rate as outlined in Article 22 (Part-time Employees) for part-time employees, for all hours spent attending the orientation. Upon successful completion of the qualification period, seniority employees shall also receive the difference between the above compensation and their applicable hourly rate of pay in accordance with Article, 41 Section 2.

(b) Seasonal Employees: Time worked from November 1st through January 15th of the following year shall not accrue toward seniority. This period may be extended upon approval from the Local Union. Any employee who is retained after January 15th or recalled within sixty (60) days after January 15th must work thirty (30) in a ninety (90) consecutive day period commencing with the first (1st) day worked after January 15th and ~~his/her~~ **their** seniority shall revert back to the first (1st) day of ~~his/her~~ **their** ninety (90) day qualification period. However,

those employees hired prior to November 1st who are retained or recalled within sixty (60) days after January 15th will retain credit for the number of days worked prior to November 1st.

These days retained will count toward the thirty (30) days worked in a ninety (90) consecutive day period commencing with the first (1st) day worked after January 15th and they shall be rehired on a six-for-one basis, as outlined elsewhere in this Agreement, and shall be placed on the seniority list with credit back to the first (1st) day worked after January 15th. An employee filling a permanent new job or job vacancy shall gain seniority under the thirty (30) working days in ninety (90) calendar days seniority provision. This provision will not affect the Company's obligation to bid permanent full-time job vacancies pursuant to Article 3, Section 8 of the Central Region Supplement or any applicable language in any Local Rider or Addendum. Seasonal and probationary employees will not receive any of the benefits of this Agreement other than wages spelled out in this Agreement. Any employee put to work during the seasonal period shall be paid the appropriate seasonal rate of pay.

No time worked by a new hire in a second or subsequent consecutive free period shall count toward seniority. Any proven abuse of this provision shall be reviewed by the Central Region Co-Chairs.

Section 2

No change.

ARTICLE 2-RESIGNATION

When an employee notifies the Employer that ~~he/she~~ **they** would like to resign, the Employer shall immediately notify the employee in writing of ~~his/her~~ **their** right to have a steward present. Unless an employee waives ~~his/her~~ **their** right to a steward in writing, the Employer must use a steward to witness the resignation. If an employee who is voluntarily resigning does not wish to have a steward present, ~~he/she~~ **they** shall sign the approved resignation or Quit Statement.

ARTICLE 3-SENIORITY

Section 1

No change.

Section 2

No change.

Section 3

The seniority of an employee shall be considered broken for the following reasons, and the employee shall be considered terminated:

- (a) if the employee resigns voluntarily;
- (b) if the employee is discharged and such discharge is not set aside through the grievance procedure;
- (c) if the employee is laid off for a period of three (3) years or **his/her their** length of seniority, whichever is less; or,
- (d) if the employee fails to report to work for three (3) consecutive working days and does not properly notify the Employer at the beginning of **his/her their** starting time on the third (3rd) day.

Section 4

Center seniority lists, by date of hire, shall be posted on the center bulletin board, by the Employer, and shall be revised and updated quarterly. If an employee protests the accuracy of **his/her their** dates and the accuracy can be verified by proper documentation the date will be changed to the appropriate date. Copies of all posted lists shall be sent to the local union involved. The Employer shall show two (2) seniority dates when an employee has come from the part-time seniority list. One (1) date for the employee's full-time seniority date and one (1) showing the part-time seniority for vacation weeks. The two (2) seniority dates shall not apply to part-time employees going to full time prior to the 1976-1979 Agreement.

Section 5-Full-time Employees

In the event of a layoff of a full-time employee, **he/she they** shall have the right to displace the least senior full-time employee in any classification, for which they were previously qualified, to remain in **his/her their** center. Previously qualified is defined as having regularly performed said work sometime during the previous eighteen (18) months.

In the event the employee has not been qualified in any classification, **he/she they** may exercise their rights as per Article 3, Section 6 or exercise their right to bump to another center as outlined below.

When an employee is laid off for one (1) week or more, **he/she they** may, on the following Monday, exercise **his/her their** Company-wide seniority to displace the employee having the least seniority in any other center within the jurisdiction of the local union, provided **he/she they** is qualified to perform the job of such junior employee. It is the employee's responsibility to notify the Company of **his/her their** intentions on the previous Friday. **His/Her Their** seniority shall be dovetailed at such center and **he/she they** shall remain there until work is restored at their original center. Work restored is defined as the necessity for another permanent employee in the original center in their classification. This Section shall supersede the six-for-one provision elsewhere in this Agreement.

Recalls and restoration of forces shall be in the reverse order of layoff.

In all cases of layoffs, reduction of forces, recalls and restoration of forces, an affected employee shall select ~~his/her~~ **their** desired classification immediately in order to meet service commitments. Further, in all cases, an employee must be qualified to perform the duties of the job selected.

A laid-off employee shall be given two (2) weeks' notice of recall if the employee is laid off two (2) weeks or more. The employee must notify the Employer within three (3) days after receipt thereof, as to whether or not ~~he/she~~ **they** intends to report for work at the designated time. Failure to give timely notice to the Employer or to report at the agreed-upon time within the designated period will result in the loss of all seniority rights and the employee will be considered terminated.

Full-time combination employees will work their bid job when work is available. It is understood that daily adjustments can be made to ensure all work assignments are covered. Employees will work as directed when work is not available in the employees regular assigned job. When combination employees are temporarily moved off ~~his/her~~ **their** job it shall be by total company seniority from those employees qualified and available, in the immediate work area.

Total company seniority will be used when staffing reductions are necessary within a work area that consists of full-time and part-time employees.

This language will not supersede current local agreements.

Section 6

Laid-off, full-time seniority employees, in the order of their seniority, may elect to take the work of one (1) or two (2) part-time employees, for the duration of the layoff, provided they have more total Company seniority. Where the work of two (2) part-time employees is available back-to-back (ninety [90] minute gap or less), laid off full-time employees must take the work of two part-time employees. The full-time employees shall be guaranteed a minimum of three and one-half (3 1/2) hours work if they work one part-time operation or eight (8) hours if they work two at the prevailing rate of pay for the classification of work ~~he/she~~ **they** performs, or the rate of pay per Article 41, Section 3, whichever rate is higher, in addition to all fringe benefits. Employees who have not completed progression shall be paid in accordance with the progression scale in Article 41, Section 3 or their prevailing inside rate whichever is higher. Article 40 employees will be paid in accordance with Article 40, Section 6. If a full-time employee bumps two part-time employees, said full-time employee shall receive time-and-one-half after eight (8) hours of work. After thirty (30) working days in a ninety (90) calendar day period under this provision, a full-time employee may elect to bump the least senior full-time employee in ~~his/her~~ **their** building, excluding automotive, maintenance mechanics and feeder drivers, and have up to thirty (30) calendar days to qualify for said full-time position. If a laid-off, full-time employee elects to take a layoff rather than exercise ~~his/her~~ **their** right to displace a part-time employee, ~~he/she~~ **they** shall be considered a laid-off employee for lack of work for the purpose of unemployment compensation.

Section 7-All Employees

Whenever a center is closed and the work is transferred to or absorbed by another center, the affected employees will be entitled to follow their work and their seniority shall be dovetailed at the new center. The Employer and the Union shall meet with all affected employees to inform them of their options. Where practical this meeting shall be completed at least forty-five (45) days prior to the change.

When a new center is opened any new part-time support jobs created within thirty (30) days of the opening will be offered by seniority to existing part-time support employees from the affected centers. The Company will not incur the moving expense of any support employee who volunteers to move.

Whenever a center is partially closed and the work is transferred to or absorbed by another center, the affected employees may either follow their work and have their seniority dovetailed in the new center or be allowed to exercise their seniority in their present center and displace the least senior employees in their respective classifications. If any of the employees whose work is transferred elects not to follow their work then the remaining employees on the seniority list in which the work was transferred may elect in seniority order to follow the transferred work and have their seniority dovetailed in the new center.

In the event that a permanent job opportunity develops in the classification of work at the original center from which an employee moved as a result of the change of operation, the employee shall be allowed to return at ~~his/her~~ their expense on a one (1)-time basis to the original center. This opportunity must take place within twelve (12) months of the original move. This Section shall supersede the six-for-one provision elsewhere in this Agreement.

Section 8

Qualified full-time employees with six (6) months or more seniority may select permanent vacancies and new permanent jobs as provided for in this Article in all months except for the period of November 15th through January 15th. When a permanent new job or permanent vacancy becomes open in a center, it shall be posted by the Employer, within ten (10) days, for a period of five (5) working days, in all months except for the period of November 15th through January 15th. A permanent new job, for the purpose of this Article, shall be one that has been in existence for a period of thirty (30) calendar days.

Pending the job becoming permanent and the operation of the job selection procedure, management shall have the right to assign any employee to perform the work on a temporary basis. The job selection procedures shall be limited to three (3) moves, the original opening and two (2) others.

Only those employees within the classification in the building shall bid said vacancy. The vacancy shall be filled by the senior bidding employee. If the vacancy is not bid by an employee within the classification the vacancy exists, the bid shall be open to all employees within the center. The vacancy shall be filled by the senior bidding employee. The procedure shall be repeated the second (2nd) and third (3rd) time in the classification in the building, the successful

bidder vacated. Employees are limited to three (3) bids per year. When the successful bidder for a full-time combination job fails to qualify it shall be awarded to the next qualified most senior employee on the bid sheet. Feeder drivers are not subject to the three (3) bid limitations within their classification.

Before hiring from outside, the Employer will give consideration to other full-time employees who have indicated, in writing, a preference to work in the classification of work in which the last opening occurs. Any employee moving from one (1) classification to another shall remain in that job for not less than one (1) year, except those employees who move because of layoff.

All job bids shall be filled within ten (10) working days after completion of the bidding process, unless otherwise mutually agreed in conjunction with the efficient operation of the Employer's business. The Employer shall maintain the completed bid sheet in a center file **and a copy will be sent to the Local Union upon request.** A description of the area shall be made available to the successful bidder upon request.

In order to provide for more favorable training for new employees, the Employer shall designate certain areas in each center to be used as training areas. These training areas will be bid in each center. The individuals holding these particular bids will work as assigned when the Employer is training on their area. Training routes will be posted on the center's bulletin board. Employees who presently hold bid areas will not lose their bids as a result of this provision. In centers where more than one (1) training route exists, these training routes shall be used on a rotating basis.

The following shall be the maximum number of training routes allowed in a center:

- 1-15 Package Car Drivers - 1 Training Area
- 16-30 Package Car Drivers - 2 Training Areas
- 31-45 Package Car Drivers - 3 Training Areas
- 46-60 Package Car Drivers – 5 Training Areas
- 61-80 Package Car Drivers – 6 Training Areas
- 81-100 Package Car Drivers – 7 Training Areas
- 101-120 Package Car Drivers – 8 Training Areas**
- 121-140 Package Car Drivers – 9 Training Areas**

Section 9-Route Changes

(a) Temporary:

Other than the period of November 15th through January 15th if a bid area is changed fifty percent (50%) or more, the employee shall have the right to follow the portion in excess of fifty percent (50%) of the ~~delivery~~ stops. If the temporary change involves more than a two-way split, the driver shall select by seniority.

(b) Permanent:

If, during the life of this Agreement, a driver's bid area is permanently changed by fifty percent (50%) or more of the total stops, start time change of more than one (1) hour or a change of fifty percent (50%) or more of the area or loop, **he/she they** shall have the right to follow whichever portion of **his/her their** bid area **he/she they** desires or **he/she they** will have the option to bump a junior driver in accordance with local seniority practices. This procedure shall be repeated a second (2nd) and third (3rd) time with the fourth (4th) move being assigned.

It is understood, the above provision does not apply to the period of November 15th through January 15th.

In centers where drivers bid on delivery areas, the bid shall contain a geographic description of the area or loop and identify the base line. It is understood that day-to-day adjustments may be made. The above language shall also apply to full-time combination jobs.

Section 10 -Part-time Employees Transferring To Full-time Jobs Other Than Hub and Preload

After the completion of the job selection procedure outlined in Section 8 of this Article, the resulting opening will be filled as follows:

Part-time employees with six (6) or more month's seniority may bid on a full-time opening in their building in all months except for the period from November 15th through January 15th, providing they meet the same requirements as applicants for that full-time job. The six (6) months or more may be reduced upon mutual agreement. The permanent new job or permanent vacancy resulting from the procedure outlined above will be posted for a period of five (5) working days. The job will be awarded to the senior bidding employee.

The employee awarded the job must satisfactorily complete a thirty (30) working day training period. An employee who disqualifies **himself/herself themselves** on **his/her their** first (1st) attempt shall not be allowed to bid again for one (1) year. An employee who fails to qualify, or disqualifies themselves on **his/her their** second (2nd) attempt, shall not be allowed to bid again for two (2) years. The above procedure will be applied on an alternating six-for-one basis, (e. g., for every seven (7) jobs, six (6) will be filled as outlined above and the other from applicants from other sources).

In the event a probationary employee is disqualified by the Employer from a package car driving position before completing the thirty (30) working day probationary period described in Article 1, Section 1, and is subsequently used to deliver a ground package route, those days will count towards the thirty (30) days worked in the ninety (90) consecutive day period commencing with the first day worked in the probationary period. If the employee is the successful bidder on a new opening, said employee will begin a new thirty (30) day probationary period.

Part-time employees successfully transferring to full-time jobs will be considered as newly hired full-time employees and will be added to the appropriate seniority list. Their seniority date will be the day of the transfer.

Part-time employees entering into a full-time combination job must remain in that job for a period of nine (9) months before being eligible to bid again to another full-time combination job.

For vacation and retirement purposes, the employee shall receive additional seniority credit equal to all time worked as a part-time employee.

Section 11 - Part-time - Job Selection Procedure

Absent any other mutually agreed to method allowing employees to transfer to preferred jobs, the following language will apply.

Qualified part-time employees with six (6) months or more seniority may select permanent preferred vacancies and new permanent preferred jobs as provided for in this Article in all months except for the period from November 15th through January 15th. The six (6) months or more may be reduced upon mutual agreement.

A permanent preferred new job, for the purpose of this Article, shall be one that has been in existence for a period of thirty (30) calendar days.

When a permanent preferred new job or permanent preferred vacancy becomes open in a part-time operation or sort, it shall be filled by the most senior eligible qualified part-time employee on that sort or part-time operation who has posted ~~his/her~~ **their** name to the preferred job's intent sheet. In the event there are no eligible qualified part-time employees on that sort or part-time operation, the job shall be filled by the most senior qualified eligible part-time employee interested in the building.

The Ppreferred jobs language in Article 22, Section 4(a) of the National Master Agreement will apply to the Central Region ~~shall include part-time positions other than the following positions of load, unload and pickoff.~~ Preferred job intent sheets will be posted in each part-time sort or part-time operation.

Any part-time employee who has posted ~~his/her~~ **their** name to an intent sheet for a sorter or pre-loader vacancy must first be pre-qualified for that sort or pre-load operation.

Pending the job becoming permanent and the operation of the job selection, management shall have the right to assign any employee to perform the work on a temporary basis. Except for pre-load and sort operations, whose vacancies will be filled from the pre-qualified list the job selection procedure shall be limited to three (3) moves; the original opening and two (2) others. The fourth (4th) opening will be filled by the Employer. Employees are limited to three (3) bids per year. All preferred job intent postings shall contain a description of the part-time job. It is understood that employees may be required to perform other duties to cover day-to-day contingencies.

When a part-time employee must be temporarily moved off ~~his/her~~ **their** job to another work area, it shall be by seniority, from those employees qualified and available, in the immediate work area.

It is understood the above procedure shall not cause a disruption to the operation.

Up to fifty percent (50%) of the pre-loaders in any preload operation shall be allowed to change their classification in any twelve (12) month period for any reason.

When this preferred job procedure is applied and the result of the procedure is causing a disruption to the operation, the Local Union and the District Manager will immediately meet to work out a proper method to resolve the problem. If they fail to do so, the matter will be immediately referred to the Region Director, or ~~his/her~~ **their** designee, and the UPS Vice President party to this Agreement, or ~~his/her~~ **their** designee, to resolve the matter.

Section 12 -Part-time Employees Layoff

No change.

Section 13 -Feeder Driver Annual Bid

Local unions who do not have an annual feeder driver bid may elect to have this option as hereafter outlined:

On the third (3rd) Monday in April of each year, all feeder and tractor-trailer jobs in each center shall be posted for bid. Qualified seniority employees will select daily in twenty per cent (20%) segments, with the bid to be completed Monday through Friday. Each driver will select a sufficient number of choices to cover ~~his/her~~ **their** seniority position when reporting to work. All drivers shall, in seniority order, select start time, equipment and destination from the posted schedule in their center. Those failing to select will be passed over and the bidding procedure continued. Passed over employees will select, at the time contact with the Employer is made, based on what is available at that time.

The Employer agrees to:

- (1) provide each driver with a list of all jobs on the annual bid in that center;
- (2) utilize a bid list in each center, keeping it current daily; and,
- (3) contact those people not at work due to absenteeism, worker's compensation, etc. for their selection.

Employees not at home will be verified by a Steward, and then passed over. Employees on vacation shall call at their bid start time on their appointed day to make their selection. All such awarded bids shall become effective by the first (1st) Monday in May.

In the event a bid starting time is permanently changed one (1) hour or more, the bid run is changed one (1) hour or more, the destination is changed fifty (50) miles or more, or the equipment is changed which eliminates equipment premiums, the employee may stay with the job or displace any junior employee within the feeder classification within ten (10) days. This procedure shall be repeated a second (2nd), a third (3rd), a fourth (4th) and a fifth (5th) time with the next move being assigned. This paragraph will supersede any inferior language in any rider or addendum.

If the job of a feeder driver or tractor-trailer driver is temporarily eliminated, lasting less than thirty (30) days, said driver shall displace the least senior tractor-trailer driver in ~~his/her~~ **their** center until ~~his/her~~ **their** job or start time returns, or until it is determined to be a permanent elimination more than thirty (30) days.

A feeder or tractor-trailer driver who is affected by the permanent elimination (one (1) less feeder job in that center) of ~~his/her~~ **their** job shall be entitled to displace any junior employee within the feeder classification. This displaced employee shall be entitled to exercise ~~his/her~~ **their** seniority and so on until the least senior feeder driver is displaced.

Section 14 -Tractor-Trailer School

Employees who are interested in qualifying as tractor-trailer drivers shall notify the Employer. Such employees in seniority order will be permitted to attend, on their own time, the Employer's training program which may be established from time to time as the need occurs. The Employer agrees to furnish the necessary equipment and instructors. Upon completion of this training, the employees shall be required to maintain the proper license and work as needed in the classification.

To qualify for attendance at the tractor-trailer school, the employee must have one (1) year UPS safe driving for the year preceding ~~his/her~~ **their** application to attend the school.

Upon completion of tractor-trailer school, the Employer will determine whether the employee is qualified to drive tractor-trailers and whether the employee will be placed on the qualified list. When an employee is placed on the qualified list ~~he/she~~ **they** shall be compensated forty (40) hours at the appropriate straight time hourly rate.

Once qualified and moved to a permanent tractor-trailer opening, they must remain for a minimum of three (3) years.

Any employee with a full-time seniority date after August 1, 2023, who is hired and placed into sleeper operations will be required to stay in sleepers for a period of four (4) years. Any employee who bids into a sleeper operation must remain in sleepers for one (1) year. The requirements of this paragraph will supersede any local work rules within the Central Region.

Employees that disqualify themselves, for any reason, while attending feeder school, are not eligible to requalify again for twenty-four (24) months from the date of the disqualification. To be eligible to move from the qualified list to the tractor-trailer job, an employee must not have had a serious avoidable accident (as defined per Article 18 of the NMA) during the year preceding ~~his/her~~ **their** assignment to a tractor-trailer job.

In any case in which the local union believes an employee has been denied the opportunity of attending the tractor-trailer school, the local union shall have the right to discuss the matter with the district manager, or ~~his/her~~ **their** designee, and present the facts which the local union believes show that the denial was improper. If an agreement cannot be reached, a decision will be given by the area Union and Employer representative.

New tractor-trailer openings or vacancies will be filled from the list of qualified employees in their Company seniority order at that location. In the event no employee on the list of qualified employees elects to fill an opening, the employee with the least seniority on the list must fill the opening.

Employees who have been on the tractor-trailer qualified list three (3) or more years, and who give the Employer thirty (30) day's proper written notice, shall be removed from the qualified list. In those instances when there would not be enough drivers on the qualified list for adequate coverage, the Employer shall be afforded the opportunity to train other drivers before allowing an employee to get off the list.

In order to accomplish the above, the Employer shall conduct tractor-trailer schools as frequently as needed to maintain a sufficient number of employees on the qualified list. Each center will offer no less than ten percent (10%) of the number of scheduled feeder jobs in that center to be on the qualified feeder list, or presently assigned to the feeder classification.

Before hiring from the outside, the Employer will consider other employees to fill tractor-trailer openings if they meet the same criteria as those employees hired from the outside.

The Employer shall not be required to use employees on the qualified list for seasonal feeder runs during the period of October 15th through January 15th.

Section 15 -Bid Routes

No change.

Section 16 -Extra Work

No change.

Section 17

No change.

Section 18

No change.

Section 19 – Single Day Vacation Coverage Drivers

The parties agree that if the Full-time Driver Progression in the National Master Agreement, Article 41, Section 2(c), changes the start rate and seniority rate, it will be applied appropriately in Article 3, Section 19 Single Day Vacation Coverage Drivers of the Central Region Supplement.

- (A) Seniority part-time employees may work as coverage drivers as replacements for full-time employees to cover full-time package work as outlined in this section and under the single vacation day option as outlined in Article 16. No coverage drivers may be used if full-time employees are on layoff in that building. It is understood, in order to make service on packages and in lieu of a supervisor performing bargaining unit work, these coverage drivers may be utilized on days where no single day vacations are scheduled after all other options have been exhausted. A log shall be retained of such coverage and furnished to the Local Union and/or steward upon request.
- (B) The pay rate for part-time coverage work shall start at ~~\$21.00~~ **\$23.00**. Coverage employees who have worked one full year and worked nine hundred (900) straight time hours in that year or any year following as a coverage employee will be paid ~~\$23.00~~ **\$24.00**. (The parties agree to meet and review the 900 hour provision prior to the end of the second contract year.)
- (C) A part-time coverage driver performing only coverage work shall receive an eight (8) hour guarantee. However, if a part-time coverage driver performs single day vacation coverage work of less than eight (8) hours in combination with their part-time job or when covering for a regular driver who is unable to complete ~~his/her~~ **their** scheduled day, they shall receive pay for the actual hours worked. Part-time coverage drivers shall be entitled to overtime pay for all hours worked in excess of eight (8) hours in one day and/or forty (40) hours in one week. The overtime rate will be determined by the job being performed when the overtime occurs.
- (D) Part-time cover drivers shall receive all benefits provided for them under the terms of the labor agreement, including part-time health and welfare and pension benefits. Part-time coverage employees shall continue to accrue part-time seniority and shall have the right to bid on available part-time jobs.
- (E) Part-time coverage employees who complete a thirty (30) day qualifying period for a coverage position will not have to complete another probationary period if they are a successful bidder for a regular full-time package car position.
- (F) Once a part-time employee qualifies as a coverage driver all assignments and reductions of work will be in accordance with local seniority practice for work opportunities. When

work no longer exists for part-time coverage drivers, they will immediately revert back to their regular part-time job with all part-time seniority.

(G) Part-time coverage employees who work the full week, as coverage, in which a holiday falls will receive eight (8) hours holiday pay at the part-time coverage rate of pay. Part-time cover employees not working the full week as coverage shall receive the regular part-time holiday pay.

ARTICLE 4 -MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in ~~his/her~~ **their** individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. Any disagreement between the local union and the Employer, with respect to this matter, shall be subject to the grievance procedure.

This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

ARTICLE 5-GRIEVANCES

Section 1

The Union and the Employer agree that there shall be no strike, picketing, lock-out, tie-up, or legal proceedings without first using all possible means of a settlement, as provided for in this Agreement or any Supplement, Rider or Addendum hereto, or any controversy which might arise under this Agreement. The parties further agree that the words "legal proceedings" as used in this paragraph shall not be construed to prohibit the Union or Employer from going to a court of proper jurisdiction for an injunction against the other for breach of the no-strike, no-lockout, no tie-up, no picketing promises made herein.

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

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

In the event of any grievance, complaint, or dispute on the part of any employee, it shall be handled in the following manner, and a decision reached at any stage shall be final and binding on both parties.

The grievance shall be discussed with the employee's immediate supervisor or with the aggrieved employee and ~~his/her~~ **their** shop steward. If the grievance is not resolved within one (1) working day;

It shall be the responsibility of the employee to reduce the grievance to writing on the regular grievance form provided by the union and have it submitted to the company within five (5) working days.

Upon proper notification by the Employer to discipline an employee, the employee shall have ten (10) calendar days to file a grievance in protest of the discipline taken.

If the parties fail to reach a decision or agree upon a settlement in the matter, it shall be submitted to the State Committee or UPS Joint Area Committee, whichever is applicable, and docketed in accordance with established panel rules and procedures.

Section 2

(a) The UPS Joint Area Committee shall be composed of United Parcel Service representatives from the following Local Unions: 7, 17, 20, 40, 41, 89, 90, 92, 100, 120, 135, 200, 215, 236, 238, 243, 245, 332, 337, 344, 346, 348, 377, 406, 407, 413, 455, 554, 637, 638, 651, 688, 696, 795, 823, 908, 957, and 964. **The expense incurred by the UPS Joint Area Committee shall be borne equally by all the Local Unions on a pro-rata basis for the Local Unions having cases docketed on the agenda and UPS operations which are covered by this Agreement.**

(b) In order that the UPS Joint Area Committee may operate quickly and efficiently, the Union shall designate a person who may or may not be a member of the UPS Joint Area Committee to serve as Secretary. The Secretary, if not a member of the UPS Joint Area Committee, shall have no voice in making decisions and shall perform only the duties assigned to him/her by the UPS Joint Area Committee. The Secretary shall docket cases, prepare the agenda and mail a copy prior to the scheduled meeting of the UPS Joint Area Committee to each member of the Committee, the Employer, and Local Unions whose cases appear on the agenda. The Secretary shall attend the meeting to prepare and keep the minutes and mail copies to the members of the Committee and shall also mail copies of the decisions of the UPS Joint Area Committee, to all United Parcel Service representatives and all Local Unions who are party to this Agreement.

(c) A grievance to be heard by the UPS Joint Area Committee must be put in writing and submitted to the Secretary thirteen (13) days before the meeting of the UPS Joint Area Committee unless otherwise mutually agreed. The parties further agree that no grievance or grievances shall be discussed except those which have been received by the Secretary of the UPS Joint Area Committee within thirteen (13) days prior to the date of the meeting of the UPS Joint Area Committee. It is agreed that there shall be an equal number of representatives of the Local Unions and of United Parcel Service on each panel that hears a case. The members of the panel are to be selected from the overall UPS Joint Area Committee. The decision of the majority of the panel hearing the case shall be binding on all parties.

(c) (1) **JAC Discharges**

An impartial arbitrator, one (1) from a panel of two (2), will sit as a fifth (5th) or seventh (7th) panel member of the UPS Joint Area Committee and shall render a bench decision on all deadlocked discharge cases. Individual arbitrators are subject to review and dismissal by either party upon thirty (30) days notice and will be replaced. (it is understood by the parties there will be an implementation period no later than August 1, 2024).

Notwithstanding any other provisions in the Agreement, the Company agrees it will not submit any productivity cases to the impartial arbitrator and further agrees that such cases shall be governed by the same process as language interpretation cases which provide the union with certain rights in the event of a deadlock.

(d) It is understood and agreed that UPS representatives and the local union representatives of the UPS Committee, representing the UPS operation and/or local union involved in a proceeding before the panel, will be ineligible to act as members of the panel during the proceedings.

(e) It is agreed that all grievances pertaining to matters described in this Article must be referred to the UPS Joint Area Committee. It is further agreed that all discharge cases shall be docketed first on the agenda.

Section 3

If any grievance or dispute cannot be satisfactorily settled by a majority decision of the panel and the UPS Joint Area Committee, then the grievance shall be submitted to the United Parcel Service Vice President of Labor Relations, or ~~his/her~~ **their** designee, and the International Director of the Central Region of Teamsters, or ~~his/her~~ **their** designee.

Following due and proper notice given to the parties to appear and present their case, it is agreed that they are empowered to hear and decide the deadlocked case even if only one (1) of the parties submits it to them, or, if one (1) of the parties fails to appear at the hearing to present evidence. They shall have the authority to apply the provisions of this Agreement and to render a decision on any grievance coming before them, but shall not have the authority to amend or modify this Agreement or establish new terms and conditions under this Agreement. Their decision shall be final and binding on all parties and employees involved. If they are unable to agree, the grievance shall be submitted to the United Parcel Service President of Labor Relations or his designee and the I.B.T. National Package Director or his designee for resolution. It is understood either party shall be permitted all legal and economic recourse, including the right of the Union to strike and the right of the Employer to lock out. Prior to any legal or strike/economic recourse, the Union shall have approval from the I.B.T. National Package Director.

Cases which are deadlocked by the final step of the JAC may, by majority vote, be referred to the National Grievance Committee.

ARTICLE 6-UNIFORMS

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

The Employer shall supply both a lightweight uniform for summer and a heavier uniform for winter. Each employee will be issued six (6) pairs of trousers and ten (10) shirts. The employee will be allowed to select ~~his/her~~ **their** choice of shirts and trousers, in any combination, from short sleeve shirts, long sleeve shirts, shirt jacs, light trousers and heavy trousers. When a shirt becomes worn it will be turned in and replaced by a new shirt. These shirts will be maintained by the employees.

Rain gear will be available for those employees assigned to moving vehicles on the Employer's premises. The Employer has the right to establish and maintain reasonable standards concerning personal grooming and appearance and the wearing of uniforms and accessories.

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

Any request by a local union for a different weight uniform shall be referred to the Central Conference Climatic Committee.

The Employer is to schedule the cleaning of the uniform pants so as to assure that each driver has an adequate and serviceable uniform available.

The Employer will allow employees to carry personal survival gear in areas affected by severe winter climatic conditions.

The Employer, upon request, will issue one (1) pair of coveralls for mechanics. The Employer will make available insulated coveralls at any location where mechanics have to work in inclement weather.

ARTICLE 7-AIR CONDITIONING

No change.

ARTICLE 8-PAY PERIODS

Section 1

No change.

Section 2

No change.

Section 3

No change.

ARTICLE 9-TIME SHEETS AND TIME CLOCKS

No change.

ARTICLE 10-BREAKDOWN OR IMPASSABLE HIGHWAYS

In any instance of breakdown or impassable highway which prevents an employee from proceeding to ~~his/her~~ **their** destination (or if instructed from returning to ~~his/her~~ **their** center), the employee shall be paid for all time up to the time at which ~~he/she~~ **they** arrives at a place of lodging or other suitable shelter. The employee shall be considered to be relieved of duty until ~~his/her~~ **their** regular starting time the next day or until called to duty, whichever occurs sooner. If more than one (1) day elapses before the employee is called to duty, ~~he/she~~ **they** shall be paid for not less than ~~his/her~~ **their** regular daily guarantee of eight (8) times the employee's regular hourly rate for each calendar day, so long as ~~he/she~~ **they're** ~~is~~ away from ~~his/her~~ **their** home center because of a breakdown or impassable highway. The Employer agrees to pay reasonable costs for meals and lodging.

ARTICLE 11-PART-TIME EMPLOYEES

Section 1

Part-time employees may be scheduled five (5) consecutive days in a seven (7) day period. Sunday through Saturday. A part-time employee not utilized for five (5) consecutive days can be called in at straight-time for any of the days remaining in ~~his/her~~ **their** five (5) consecutive day work schedule. The first scheduled day of each week shall begin the employee's consecutive day cycle. Current part-time employees will be afforded the opportunity to select their preferred schedule as noted above.

Part-time employees when reporting to work as scheduled, shall be guaranteed a minimum of three and one-half (3-1/2) hours; should any part-time employee work beyond the fifth (5th) hour, ~~he/she~~ **they** shall be paid one and one-half (1 1/2) times ~~his/her~~ **their** regular hourly rate for those hours worked in excess of five (5) on that day.

Prior to working any part-time employee six (6) or seven (7) days, the Employer shall have the right to work any qualified part-time employee who has yet to complete their five (5) consecutive day cycle. When employees work on their day(s) off the employees will be entitled to applicable premium pay providing such employees complete their regular work schedule.

Section 2

If any part-time employee subsequently becomes a regular full-time employee, ~~he/she~~ **they** shall be considered a newly hired full-time employee, but shall retain ~~his/her~~ **their** seniority for vacation weeks only.

Section 3

No change.

Section 4

No change.

Section 5

In situations of emergency and/or volume fluctuations, in order to provide customer commitment, part-time employees by agreement with the local union, will be allowed to work as driver helpers outside the period of November through January 15th. **Any Local Union unreasonably denying the Employer's request will be required to go before the Central Region Co-Chairs for resolution.** Part-time air drivers shall be permitted to work additional hours only after their air commitments are completed. Part-time helper needs during the seasonal period, of November through January 15th shall be filled from outside sources after exhausting all part-time seniority employees who have expressed an intent for such work. The guarantee shall only apply to their regular part-time assignment. Seniority shall prevail for existing part-time employees, however, helpers must meet the same requirements as applicants for that job. Overtime shall be paid after forty (40) straight-time hours at the applicable rate. Overtime shall not be pyramided. Existing part-time employees who work as helpers shall not be scheduled in excess of eight (8) hours total per day.

Section 6

No change.

Section 7

No change.

ARTICLE 12-HOURS OF WORK

Section 1

In the case of each full-time seniority employee the standard workweek shall be forty (40) hours per week, and the standard workday shall be eight (8) hours per day. Work shall be scheduled for five (5) consecutive days - Monday through Friday or Tuesday through Saturday. An

employee may be required to work in excess of an eight (8) hour day or a forty (40) hour week and in that event, ~~he/she~~ **they** shall be compensated at the rate of time and one-half (1 1/2) ~~his/her~~ **their** regular straight-time rate for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week.

In order for the Employer, the Union and employees to further benefit from expanding service offerings to our customers, it may become necessary to create schedules that differ from those that exist today. Future full-time schedules may be expanded to include Sunday through Thursday. Should that happen, current full-time employees will be afforded the opportunity to select their preferred schedule in seniority order.

There shall be a weekly guarantee in each center as follows: In each classification in each center, the most senior ninety percent (90%) of employees called or put to work on the first (1st) workday shall be afforded the opportunity of working forty (40) hours of straight-time work during the week.

The guarantee shall not apply:

- (a) to an employee who fails to work a scheduled workday during the workweek, or is suspended or discharged for just cause;
- (b) when there are conditions beyond the Employer's control such as fire, flood, destruction, strikes, snow storm, or Acts of God, and these conditions cause a curtailment of all or part of an Employer's operation; or,
- (c) the weeks of Christmas, New Years and Fourth of July. Any time off during this period will be offered by seniority, when business conditions allow.

Section 2

Any employee may be required to report to work before ~~his/her~~ **their** regular starting time and in such event, ~~he/she~~ **they** shall be paid at the rate of one and one-half (1 1/2) times ~~his/her~~ **their** regular straight-time hourly rate for all hours worked before ~~his/her~~ **their** regular starting time in addition to the employee's regular guarantee.

Section 3

When a full-time or part-time employee is assigned to a lower rated job, ~~he/she~~ **they** shall be compensated at ~~his/her~~ **their** regular rate of pay. When an employee exercises ~~his/her~~ **their** seniority in order to take a lower rated job rather than be laid off, ~~he/she~~ **they** shall receive the lower rate of pay.

Section 4

A full-time seniority employee's uniform starting time must be scheduled and posted by the end of the shift of their last scheduled work day of the preceding workweek for the following

workweek. In areas where the Union and the Employer agree, the start time shall be uniform except where the Employer is able to schedule an earlier start time for the package driver employees on Mondays or days after holidays, when merchandise is available for dispatch. If the Employer switches an employee's workweek from Monday through Friday, to Tuesday through Saturday, ~~he/she~~ **they** shall be allowed to exercise ~~his/her~~ **their** seniority.

Part-time employee's start times must be posted by the end of the shift of their last scheduled workday of the preceding work week.

Section 5

It is anticipated that the changing nature of the Employer's business will result in some job combinations. A full-time employee may be required to work in more than one (1) job classification within any workday. When such combination jobs are made, the Employer will pay the employee according to the following:

When an employee is required to spend more than one (1) hour, but less than four (4) hours, of ~~his/her~~ **their** workday upon a job providing a higher rate of pay, ~~he/she~~ **they** shall receive four (4) hours' guarantee at the higher rate; for work in excess of four (4) hours at a higher pay classification, ~~he/she~~ **they** shall receive eight (8) hours' guarantee at a higher rate.

Section 6

Employees called to work shall be allowed sufficient time, not to exceed one (1) hour without pay, to get to the center or hub. (The above condition does not apply to employees performing work covered by Article 40 of the National Master Agreement.) Such an employee shall draw full pay from the time ~~he/she~~ **they** reports or registers in as ordered.

Section 7

No change.

Section 8

No change.

Section 9-Full-Time and Part-time Employees

No change.

Section 10

No change.

ARTICLE 13-SAFETY AND HEALTH RULES

Section 1

The Employer shall make all reasonable provisions for the safety and health of its employees during the hours of employment.

The Parties agree to establish a Central Region of Teamsters Safety and Health Committee.

When performing supervisory rides with feeder drivers in extremely inclement weather, management will suspend demonstrating, if the employee feels ~~his/her~~ their personal safety is in jeopardy, until conditions improve.

Section 2

No change.

Section 3

No change.

ARTICLE 14 -HEALTH & WELFARE AND PENSIONS

Section 1

Contribution increases to benefit plans covering members of Local Unions 92, 135, 344, 348, 638, and 688 shall be made in accordance with Article 34 of the National Master Agreement. Current full-time employees represented by Local 964, retirees and future retirees currently covered by the Fleet Owners H&W Plan shall be covered by TeamCare H&W Plan U-2. The Employer will facilitate a seamless transition from the Fleet Owners H&W Plan to the TeamCare H&W Plan with continued coverage for all participants.

(a) The Employer's contribution increases to TeamCare shall be made in accordance with Article 34 of the National Master Agreement.

(b) Jointly Trusteed UPS/IBT Full Time Pension Fund

The following provisions pertain to the UPS/IBT Full-Time Employee Pension Plan (hereinafter "UPS/IBT Plan") which was created for employees who participated in the Central States Southeast and Southwest Pension Fund ("CS Plan") and for future employees who would have

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participated in the CS Plan absent this Agreement who have one hour of service in Covered Employment on or after January 1, 2008.

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

(2) The benefit formula for current or future full-time employees who are participants in the UPS/IBT Plan will be 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 <u>2024</u>	\$175.00 <u>\$185.00</u>
January 1, 2020 <u>2025</u>	\$175.00 <u>\$185.00</u>
January 1, 2021 <u>2026</u>	\$175.00 <u>\$185.00</u>
January 1, 2022 <u>2027</u>	\$175.00 <u>\$185.00</u>
January 1, 2023 <u>2028</u>	\$175.00 <u>\$185.00</u>

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

(4) Full-time employees will receive one (1) year of Credited Service for each 1801 paid hours in Covered Employment in a calendar year beginning on or after January 1, 2008. Employees will receive partial years of Credited Service in monthly increments (i.e., one month if employee worked 150 or more hours in Covered Employment in that month). For purposes of earning service credit for the service pensions only, full-time employees will receive one week of service credit if ~~he/she~~ **they has have** one hour of service in Covered Employment. For service pensions only, if an employee has 0-19 weeks of service credit, ~~he/she~~ **they** shall not receive any service

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credit for that calendar year. If ~~he/she has~~ **they have** 20-39 weeks of service credit, the amount of credit for that year will be equal to a fraction the numerator of which is the number of weeks of credit and the denominator is 40. If the employee has 40 weeks of service credit for that calendar year, ~~he/she~~ **they** shall receive one year of service credit.

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

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

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

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

35 years, any age—~~\$4,700~~ 4,300
30 or more years, any age—~~\$4,200~~ 3,800 plus \$100/yr of service for years over 30 up to ~~\$4,700~~ 4,300
25 years, any age up to age 57—\$2,400
25 years, age 57 or older—\$2,900 plus \$100/yr of service for years over 25 up to \$4,700

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

35 years, age 55 or older—\$5,300
30 or more years, age 55 or older—\$4,800 plus \$100/yr of service for years over 30 up to \$5,300
25 years, any age up to age 57—\$3,000
25 years, age 57 or older—\$3,500 plus \$100/yr of service for years over 25 up to \$5,300

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

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

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

(9) All applicable Local Unions will be provided with a competent and knowledgeable Company contact person with a working phone number to assist employees with questions and concerns related to the UPS/IBT Pension Plan.

Section 2 Part-Time Pension

(1) The UPS Pension Plan will be improved to provide monthly benefits for part-time employees not covered by Teamster Pension Plans as follows: The benefit formula in the UPS Pension Plan for current or future part-time employees who are participants will be increased effective August 1, 2004 to fifty-five dollars (\$55.00) for each year of past and future Credited Service to a maximum of thirty-five (35) years of Credited Service. The benefit formula in the UPS Pension Plan for current or future part-time employees who are participants will be increased solely for purposes of the monthly accrued benefit, effective August 1, 2008 to sixty dollars (\$60.00) for each year of future Credited Service to a maximum of 35 years of Credited Service. If a participant is in Covered Employment on August 1, 2008, ~~he~~ **they** shall receive the sixty dollars (\$60.00) benefit formula for the entire 2008 plan year.

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

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

~~\$2,275~~ **\$2,450** for retirement at any age after 35 years of part-time Credited Service
~~\$1,950~~ **\$2,100** for retirement at any age after 30 years of part-time Credited Service
~~\$1,625~~ **\$1,750** for retirement at age 60 with 25 years of part-time Credited Service
~~\$1,325~~ **\$1,450** for retirement at any age with 25 years of part-time Credited Service
(based on ~~\$53.00~~ **\$58.00** per year of Credited Service)

(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.) 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.

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

(4) The UPS Pension Plan will be governed by the terms of the Plan document.

(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 twenty-one (21) 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.

(6) For those multi-employer pension plans with which the UPS Pension Plan does not have reciprocity, the UPS Pension Plan will execute a mutually agreeable reciprocity agreement with those plans.

(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 and completing a 12 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 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.

The Employer shall provide pension benefit coverage to part-time employees under the terms and conditions as may be contained in the United Parcel Service Pension Plan as required by law.

Section 3

No change.

Section 4 Part-Time Medical Coverage

(a) If there are any part-time employees covered by a Teamster Health and Welfare Fund they will continue to be covered by those funds.

(b) Effective January 1, 2013 all part-time employees on the payroll at that time and those hired thereafter who would have had health and welfare coverage provided by an Employer signatory to this Agreement will instead be provided coverage through TeamCare regardless of the employee's work location. Weekly payments for the covered employees shall be in accordance with the rules set forth in the applicable Supplement, Rider or Addendum. If there are none then the rules set forth in the Central States Supplement shall apply. UPS will be responsible for making the weekly payments to TeamCare to provide the medical coverage.

(c) Notwithstanding any contrary provision in this Supplement or any Rider or Addendum, individual and dependent/spousal health coverage will be made available to part-time employees

on the payroll as of or hired after August 1, 2018 after nine (9) months of active employment.

(d) Any eligible employee covered by this Section who retires effective January 1, 2014 or thereafter shall be provided retiree medical benefits through TeamCare.

Section 5 - Long Term Disability

No change.

Section 6

No change.

Section 7

No change.

Section 8

No change.

Section 9

No change.

ARTICLE 15-HOLIDAYS

Section 1

A regular seniority employee shall not be required to work on the following ~~eight (8)~~ **nine (9)** named holidays-New Year's Day, **Martin Luther King Jr. Day**, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Day and New Year's Eve-regardless of the day of the week on which the named holiday falls, provided they comply with the qualifications set forth hereinafter.

One (1) of the qualifications is that regular seniority employees must complete the regularly scheduled workday which immediately precedes or follows the holiday, except in cases of proven illness or unless the absence is mutually agreed to. Full-time seniority employees shall receive eight (8) hours straight-time pay and part-time employees shall receive four (4) hours straight-time pay for the above designated holidays though not worked.

Effective May 1, 1980, all seniority employees (including part-time employees) shall receive two (2) optional holidays as provided above. (Note: One (1) of the optional holidays is in lieu of the negotiated sick day, effective the same date.) All employees hired after July 31, 1997, shall receive two (2) optional holidays on ~~his/her~~ **their** second (2nd) anniversary and each subsequent year. No employee may earn more than two (2) optional holidays in a calendar year. The date of

the optional holiday is to be determined by mutual agreement between the employee and the Employer except that there shall be no optional holiday during the period Thanksgiving through December 25th. An employee must make ~~his/her~~ **their** request for the optional holiday a minimum of eight (8) days in advance. The Company will respond within twenty-four (24) hours with approval or disapproval. The Company will not unreasonably deny the request. The Company will allow a minimum of one (1) optional holiday per day in each center. Optional holidays not taken shall be paid to the employee at the end of their anniversary year for those hired after July 31, 1997 and May 1st for those hired prior to July 31, 1997.

Section 2

No change.

Section 3

No change.

Section 4

Except as otherwise provided in this Agreement, regular seniority employees required to work on any of the above named holidays shall receive double ~~his/her~~ **their** regular hourly rate for all hours worked with a guarantee of eight (8) hours for full-time employees and four (4) hours for part-time employees. Also, no employee shall be required to work on Labor Day unless authorized by the local union.

Section 5

No change.

Section 6

No change.

ARTICLE 16-VACATIONS

All employees who meet the eligibility rules herein set forth shall be entitled to a vacation with pay as follows:

One (1) Year	One (1) Week
Two (2) Years	Two (2) Weeks
Eight (8) Years	Three (3) Weeks
Fifteen (15) Years	Four (4) Weeks
Twenty (20) Years	Five (5) Weeks
Twenty-five (25) Years	Six (6) Weeks

Vacation pay shall be computed by multiplying forty-five (45) times the employee's straight-time hourly rate.

~~In addition to the above schedule, any seniority employee having completed his/her eligibility year shall receive one (1) additional week of vacation with fifty (50) straight-time hours' pay January 1st of each year. Part-time employees shall receive twenty-five (25) hours for said week. (Note: This week of vacation is in lieu of previously negotiated optional holidays and sick days.)~~

In addition to the above schedule, employees with one (1) or more years of seniority will receive five (5) sick days leave with pay. These days will be paid at ten (10) hours per day for full-time employees and five (5) hours per day for part-time employees. The employee must be on the payroll to receive any sick day pay. These sick days may (1) be taken one (1) day at a time, (2) be scheduled as a week off at the time of vacation selection, or (3) any sick days not used will be paid off at the end of the year. These days will be paid for the first five (5) days that the employee does not work, provided they were scheduled to work on these days.

(a) To be eligible for ~~his/her~~ **their** full vacation after the first year of employment, an employee must have worked one thousand two hundred fifty (1,250) straight-time hours and must have been employed for one (1) full year. During the second and subsequent years, the employee must have worked one thousand two hundred fifty (1,250) straight-time hours, but need not be employed the full year to be eligible for the vacation. Computation of one thousand two hundred fifty (1,250) straight-time hours for qualification shall begin only on employment date and anniversaries thereof.

(b) An employee who has been employed not less than one thousand two hundred fifty (1,250) straight-time hours as provided above shall be entitled to vacation with pay, to be taken during the period from December 26th through the week of Thanksgiving of the following year. There shall be no vacations from the first (1st) Monday after Thanksgiving to December 25th.

Any employee who attains seniority must work an entire year in order to be eligible for vacation. Once eligible, the employee will select an available week between the eligibility date and the week of Thanksgiving of that year. If there are no weeks available the employee will be paid in lieu of time. The Option week may be taken after the completion of the eligible year.

The vacation schedule shall be posted in each center on November 15th of each year, for the following year's vacation period. Vacation selections shall be by seniority within the classification. The posted vacation schedule shall show the weeks available for vacation and the number of employees in each classification who may be on vacation during the week. Vacations shall be selected within thirty (30) calendar days after the schedule is posted.

Twenty-five percent (25%) of the total employees in each classification, center or work group shall, by seniority, select by week, prior to completion of the vacation schedule. If an employee fails to select their vacation in the allotted time frame as described above, they will select available openings at such time as they are ready.

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After completion of the eligibility year, all eligible employees will pick on a calendar year schedule. All employees will have an eligibility date of January 1st of each year. It is understood that any such regular employee with more than one (1) year of service who resigns or whose services are terminated, except for dishonesty, shall receive pro-rated pay for the number of weeks vacation as set forth in this Article for ~~his/her~~ **their** then completed years of service. Pro-rated pay shall be computed on a percentage basis by dividing the number of straight-time hours worked into one thousand two hundred fifty (1,250) as illustrated below:

125 Hours	= 10% of Full Vacation
250 Hours	= 20% of Full Vacation
312 Hours	= 25% of Full Vacation
625 Hours	= 50% of Full Vacation
937 Hours	= 75% of Full Vacation
1,250 Hours	= 100% of Full Vacation

Seventeen percent (17%) of the employees in a center will be scheduled off each week during the months of May, June, July and August. Employees on leave to fulfill their annual obligation to their Military Reserve Unit shall not be included in the percentage allowed off on vacation.

The application of the seventeen percent (17%) per center shall be applied as follows:

No. of Employees	No. of Vacations Per Week
1-8	1
9-14	2
15-20	3
21-26	4
27-32	5
33-38	6
39-44	7
45-49	8
50-55	9
56-61	10
62-67	11
68-73	12
74-79	13
80-85	14

In areas where employees have a problem getting summer vacations because of the seventeen percent (17%) limitation, either of the following procedure may be adopted with the approval of the local union.

1. Vacation selection (including the option week) shall be in two (2) segments. During the first segment all employees in seniority order shall be allowed to select one (1) week during the summer months of June, July and August. The selection shall take place with

Central Region Supplemental Agreement

50% of the seniority list selecting the 1st week of November and the remainder of the seniority list selecting in the 2nd week of November.

- Vacation selection (including the option week) shall be in two (2) segments. During the first (1st) segment, employees in seniority order will be allowed to select the following number of weeks.

Number of Weeks Vacation	1st Round
6	4
5	3
4	2
3	2
2	2

After completion of the initial selection segment, all employees in seniority order will select whatever remaining weeks they have earned.

For the remaining months, the Employer will schedule vacation in relation to expected volume with a minimum of ten percent (10%) per center.

No. of Employees	No. of Vacations Per Week
1-14	1
15-20	2
21-30	3
31-40	4

If all scheduled vacation weeks have not been scheduled within the time allocated in each of the above periods, the open vacation weeks will be assigned by seniority to the lower senior employees eligible.

Employees shall not be forced to take vacation while on worker's compensation. When an employee is on compensation during ~~his/her~~ **their** scheduled vacation time, the employee may elect to take pay or reschedule the vacation time on available open weeks.

If a holiday falls during an employee's vacation, ~~he/she~~ **they** shall be paid an extra day's pay for the holiday in addition to ~~his/her~~ **their** regular pay.

On the pay day immediately preceding an employee's vacation, ~~he/she~~ **they** shall be paid ~~his/her~~ **their** vacation pay computed on the basis of forty-five (45) hours per week at ~~his/her~~ **their** then current hourly rate.

Vacation pay will be made on separate checks.

Employee's time off for on-the-job injury up to one (1) year shall count toward vacation.

Employee's time off because of sickness or off-the-job injury shall count toward vacations up to four (4) weeks.

Employees (full and part-time) may take pay in lieu of time off for the option week.

The option week shall be included, if not used, in the prorated vacation provision for all employees as outlined above.

The employee must indicate preference the time vacations are selected.

For employees who elect to take an option week as a vacation week, the first week of vacation selected will be deemed the option week and will be paid at fifty (50) hours for full-time and twenty-five (25) hours for part-time at the appropriate rate of pay.

Any full-time employee who displaces a part-time employee shall have those hours counted towards ~~his/her~~ their hours worked for a full-time vacation.

Part-time employees shall be covered by the same schedule, but must have worked one-half (1/2) of the hours shown above, and shall be paid at the rate of twenty (20) hours pay for each week of vacation. Maintenance of Standards shall apply to vacations for members of those local unions where present local schedule may exceed the Supplemental Agreement.

The Employer shall have the right to hire vacation replacements. Vacation replacements hired in May, June, July and August shall not gain seniority unless they are worked after Labor Day. Employees worked after Labor Day shall have their time worked prior to Labor Day count toward acquisition of seniority as provided for elsewhere in this Agreement. However, their seniority dates shall be the first (1st) day worked after Labor Day. If the Employer recalls these employees it must continue to comply with the part-time six-for-one ratio as provided for elsewhere in this Agreement. Part-time employees may work as full-time vacation replacements under the terms of this provision and still retain their seniority as part-time employees. The Employer shall notify the Union of any employees hired as vacation replacements and have the employee sign a vacation replacement form.

Single Vacation Day(s) Option:

Full-time employees that have earned at least three (3) weeks of vacation, will have the option of declaring that ~~he/she~~ they will be able to split up to two (2) weeks of regular vacation into five (5) or ten (10) single days. Single vacation days may also be taken in blocks of (two (2) days, or three (3) days).

Part-time employees that have earned at least five (5) weeks of vacation (20 years seniority), will have the option of declaring that ~~he/she~~ they will be able to split one (1) week of regular vacation into five (5) single days. Single vacation days may also be taken in blocks of (two (2) days, or three (3) days).

The employee must declare this option at the time of vacation selection.

No single vacation day(s) will be taken during the period of Thanksgiving through December 25th.

Seniority shall prevail for selection of single vacation day(s).

Approval of vacation days will be at the discretion of the employer. **However, the Company will allow a minimum of one (1) single vacation day per day in each center.** The Company shall not unreasonably deny the request. Single vacation day(s) selected during the calendar year must be selected, in writing, a minimum of eight (8) working days prior to the requested date(s). The Company must approve or deny the requests within one (1) working day of the request. Single vacation days may be granted by mutual agreement outside of the eight (8) working day request provision outlined above. The Company will allow a minimum of one (1) single vacation day in each work classification for areas with twenty-five (25) employees or less; minimum of two (2) for areas with 26-70 employees and a minimum of three (3) employees for areas with 71 or more employees, provided there is coverage for the single vacation days. ~~These days shall be paid for the first five days that the employee does not work, provided they were scheduled to work on these days and provided there is coverage for the single vacation days.~~

Single vacation days will be paid at nine (9) hours per day. Any days not used will be paid off at the end of the year.

Single vacation days shall not count toward the percentages of employees allowed off per week in this Article.

Employees may not request vacation day(s) in any week they are not previously scheduled to work.

ARTICLE 17-DISCHARGE OR SUSPENSIONS

The Employer shall not discharge nor suspend any employee without just cause. No employee shall be suspended or discharged without first being given (1) warning letter of a complaint and also be given a local level hearing except for the following offenses

- (a) dishonesty; **Failure to follow methods, procedures, instructions and/or** an employee's failure to accurately recall details during an investigatory interview shall not by itself be considered dishonesty;
- (b) drinking of, or under the influence of alcoholic beverage or narcotics during the workday pursuant to National Master Article 35;
- (c) personal possession or use of drugs, marijuana or L. S. D. during the workday pursuant to National Master Article 35;
- (d) serious accidents pursuant to National Master Article 18, Section 3;

- (e) the carrying of unauthorized passengers while on the job;
- (f) failure to report an accident that the driver had or should have had knowledge of;
- (g) an avoidable runaway accident; **or**

~~(h) failure to turn in all monies collected on that day; or,~~

(i) other cardinal offenses, the Company and the Union agree that there are offenses where an employee may be suspended in lieu of discharge. Discharge under this subsection should only be used in situations where the employee's actions are so egregious that ~~he/she~~ **they** needs to be removed from the workplace immediately to protect employees, customers, and/or the Company. When an employee is removed from service, the Union will be notified by the District Labor Manager or ~~his/her~~ **their** Labor designee.

With the above exceptions, no employee who is discharged or suspended shall suffer any loss of pay or benefits until the grievance procedure has been completed. The Employer liability will stop:

- (a) if the discharge is sustained;
- (b) if the Union fails to follow the procedure;

In an effort to expedite the resolution of a discharge or suspension grievance filed by an employee, the Union **and Employer shall will attempt to** make ~~itself~~ **themselves** available for a hearing within ten (10) days of a request ~~by the Employer.~~

If the grievance is deadlocked at the local hearing, the Local or State Committee shall hear the case at the next scheduled meeting.

If the grievance is deadlocked, the JAC shall hear the case at the next scheduled or special JAC.

If the JAC does not resolve the case, it shall be submitted to the last step of the CRT procedure. The warning letter, as herein provided, shall be given to the employee with a copy of said letter to the appropriate local union within ten (10) days of knowledge of said complaint and shall not remain in effect for a period of more than nine (9) months from date of said warning letter.

Discharge or suspension must be by proper written notice to the employee as per current practice. The proper written notice will also be given to the Local Union and may be transmitted electronically. Any employee may request an investigation of ~~his/her~~ **their** discharge or suspension.

When a customer makes a formal complaint against an employee and the Employer investigates and finds either merit or substance to the complaint, the complaint shall be reduced to writing. The complaint shall be discussed with the employee and the employee shall have the right to

have a steward present. The employee shall have the right to respond to the complaint, in writing, and this response shall also become part of the employee's official record.

The Employer agrees that when conducting an interview with an employee, the Employer will not proceed with the interview after they have made the determination to discipline or the employee reasonably contemplates discipline, without the presence of a steward or alternate steward. At this point, the interview will not continue until the steward or alternate steward is present. The employee may waive representation by the steward or alternate steward, in writing, and a copy shall be sent to the local union.

ARTICLE 18-MEAL PERIOD (FULL-TIME)

No change.

ARTICLE 19-MISCELLANEOUS PROVISIONS

Section 1

No change.

Section 2

Feeder drivers, irrespective of domicile, will work as directed in any of the Employer's locations.

A feeder driver, on arriving at a hub, will be allowed up to one (1) hour for ~~his/her~~ **their** meal period. Any employee leaving the premises will be required to punch out and in.

Section 3

A package car driver and full-time inside employee may request, by a twenty-four (24) hour advance written notice, to be relieved from duty after eight (8) hours of work on a particular day. The Employer shall allow a minimum of ten percent (10%) of the drivers and full-time inside employees in a center off each day. No employee shall be granted the same day of the week on a continuous basis. The objective of the provision is to allow as many different employees off as possible. Any employee abusing the provision must get approval of the Local or State Grievance Panel before being allowed to exercise ~~his/her~~ **their** right under this provision. It is further understood that, to accomplish the above, some change in starting time and job content may be necessary. The above provision shall not apply from Monday after Thanksgiving through the week of Christmas. It is understood that the Employer is not obligated to let all the employees in one (1) loop off at one time. Employees shall be informed at the conclusion of the day prior to the day requested, of the status of their request.

Section 4

The Employer shall be responsible for replacing the employee's personal tools, which ~~he/she is~~ **they are** required by the Employer to furnish for ~~himself/herself~~ **themselves**, if such personal

tools are lost due to proven theft or by fire or destruction. The Employer's liability shall not, however, exceed the actual replacement cost of the tools stolen. Employees shall cooperate in safeguarding their personal tools. The Employer shall furnish all cutting tools, such as files, hack-saw blades, reamers, drills, creepers, special tools, and all power tools above one-half inch (1/2") drive.

Effective August 1, 2024, full-time seniority mechanics will receive a \$200.00 tool allowance every August 1st.

For employees to be covered under this Section, it is understood that each employee must furnish the Employer with a complete inventory of ~~his/her~~ **their** personal tools, subject to verification by the Employer, and must keep such inventory current. The employee shall retain a copy of such inventory for ~~his/her~~ **their** own protection. The Employer will give the employee a written acknowledgment of inventory submitted, with a copy to the local union.

Section 5

No change.

Section 6

No change.

Section 7

Helpers for package car drivers shall be paid eighty percent (80%) of the starting rate for package car drivers plus increases outlined in Article 41, Section 2 of the National Master Agreement. **Any helpers utilized by the Company outside of the November through January 15th time period will be paid their current contractual inside rate of pay or the helper rate outlined above, whichever is greater.**

The provisions of Article 12, Section 7, shall apply to helpers who are on the payroll thirty-one (31) calendar days or more.

Section 8

No Change.

Section 9

No Change.

Section 10

No change.

**IN WITNESS WHEREOF, the parties hereto have set their hand and seals,
this _____ through July 31, 20~~23~~28.**

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