GENERAL TEAMSTERS LOCAL UNION NO. 406

GRIEVANCE REPORT

No. 103543

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

3315 EASTERN AVENUE, S.E.
GRAND RAPIDS, MICHIGAN 49508

Date Jan 9th 2019

Name Crystal DeAnne Hall — Hire Date 01/18/16

Address 19 Woolnough — Phone No. 269-420-7396

City Battle Creek — State MI — Zip 49017

Classification Pre-Loader — Rate of Pay $12.00 hr

Steward's Name (b) (6), (b) (7)(C) — Phone No.

Company United Parcel Service — Phone No.

Address

City Battle Creek — State MI — Zip 49017

Article of Contract violated and/or details of complaint

Article 37 Management Employee Relations

Over the past year 2018 I have Repeatly had harrassing issuse with (b) (6), (b) (7)(C) which I spoke to several times. My Two 2018 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Reprimeded (b) (6), (b) (7)(C) and put in (b) (6), (b) (7)(C) file (b) (6), (b) (7) A Plan If (b) (6), (b) (7)(C) harrased me Again and there was a witness. Last Wed Jan 2 2019 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) walked A surpost bag and two packages up the belt and throw them forcefully on the floor in front of me. My Witness (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Jan 7, 2019

Grievant's Signature

Record of Action by Union: 3-1-2019 Mutual Hold for (b) (6), (b) (7)(C) HR. (b) (6), (b) (7)(C)

NATIONAL MASTER UNITED PARCEL SERVICE AGREEMENT

For The Period
August 1, 2018
through July 31, 2023

NATIONAL MASTER UNITED PARCEL SERVICE AGREEMENT

For The Period August 1, 2018 through July 31, 2023

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NATIONAL MASTER
UNITED PARCEL SERVICE AGREEMENT

For the Period:
August 1, 2018 through July 31, 2023

covering:

operations in, between and over all of the states, territories, and possessions of the United States and operations into and out of all contiguous territory. The UNITED PARCEL SERVICE, INC., an Ohio Corporation, and a New York Corporation, in their Common Carrier Operations hereinafter referred to as the "Employer," and the TEAMSTERS UNITED PARCEL SERVICE NATIONAL NEGOTIATING COMMITTEE representing Local Unions affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and Local Union No. _____ which Local Union is affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, agree to be bound by the terms and conditions of this Agreement. United Parcel Service Cartage Services, Inc. ("CSI") and UPS Latin America, Inc. is also a party to this Agreement as specified in the Freight Pickup & Delivery Supplemental Agreement ("P&D Supplement") and Challenge Air Cargo Supplement, respectively.

ARTICLE 1. PARTIES TO THE AGREEMENT

The Employer and the Union adopt this Article and enter into this Agreement with a mutual intent of preserving and protecting work and job opportunities for the employees covered by this Agreement. No bargaining unit work will be subcontracted, transferred, leased, assigned or conveyed except as provided in this Agreement.

Section 1. Operations Covered

The execution of this Agreement on the part of the Employer shall cover all employees of the Employer in the bargaining unit at any existing centers, new centers, new trailer repair shops, new air hubs and gateway operations, new buildings, and any other new operations of the Employer within the jurisdiction of the Local Union

signatory to this Agreement as determined or may be determined by the International Brotherhood of Teamsters, with regard to wages, hours and other conditions of employment.

Section 2. Employees Covered

Employees covered by this Agreement shall be construed to mean, where already recognized, feeder drivers, package drivers, sorters, loaders, unloaders, porters, office clerical, clerks, customer counter clerks, mechanics, maintenance personnel (building maintenance), car washers, United Parcel Service employees in the Employer's air operation, and to the extent allowed by law, employees in the export and import operations performing load and unload duties, and other employees of the Employer for whom a signatory Local Union is or may become the bargaining representative. Employees of CSI and UPS Latin America, Inc. are also covered by this Agreement as specified in the P&D Supplement and the Challenge Air Cargo Supplement, respectively.

In addition, effective August 1, 1987, the Employer recognized as bargaining unit members clerks who are assigned to package center operations, hub center operations, and/or air hub operations whose assignment involves the handling and progressing of merchandise, after it has been tendered to United Parcel Service to effectuate delivery. These jobs cover: package return clerks, bad address clerks, post card room clerks, damage clerks, rewrap clerks, and hub and air hub return clerks. This Agreement also governs the classifications covered in Article 39—Trailer Repair Shop. Effective no later than February 1, 2003 the Employer recognizes as bargaining unit members FDC/ODC clerks, international auditors, "smart label" clerks and revenue auditors who work in the operations facilities.

Section 3. Transfer of Company Title or Interest

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation, or portion thereof, or rights only, are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation or use of

such rights shall continue to be subject to the terms and conditions of this Agreement, for the life thereof.

On the sale, transfer or lease of an individual run or runs, or rights only, the specific provisions of this Agreement shall prevail. It is understood by this Section that the parties hereto shall not sell, lease or transfer such run or runs or rights to a third (3rd) party to evade this Agreement.

In the event the Employer fails to require the purchaser, the transferee, or lessee to agree to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Local Union and to employees covered for all damages (including but not limited to monetary damages) sustained as a result of such failure to require assumption of the terms of this Agreement until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof, including rights only. Such notice shall be in writing with a copy to the Local Union, at the time the seller, transferor, or lessor executes a contract or transaction as herein described. The Teamsters United Parcel Service National Negotiating Committee and Local Unions involved shall also be advised of the exact nature of the transaction, not including financial details.

Section 4.

The Employer agrees that it will be a violation of this Section if it, any affiliate, or any other entity under its control enters into a business so as to duplicate the Employer's common carrier operations as defined in Article 1 in any area. Affiliate for purposes of this Section means any entity which is owned, managed or controlled by the Employer or its parent. This Section will also cover an entity if the Employer or its parent maintains the ultimate right to control or approve a decision by such entity.

The Employer will be financially responsible for all losses resulting from a violation of this Section.

ARTICLE 2. SCOPE OF THE AGREEMENT

Section 1. Single Bargaining Unit

All employees covered by this Master Agreement and the various Supplements, Riders and Addenda thereto, shall constitute one (1) bargaining unit. The printing of this Master Agreement and the aforesaid Supplements, Riders and/or Addenda in separate agreements is for convenience only and is not intended to create separate bargaining units.

To the extent provided by law, this Agreement shall be applied to all subsequent additions to, and extensions of, current common carrier operations of the Employer and newly established operations of the Employer which are utilized as a part of such current operations of the Employer, without additional evidence of Union representation of the employees involved (provided that newly acquired operations of the Employer, which are not utilized as a part of such current common carrier operation of the Employer, shall not be deemed additions to, or extensions of, operations of the Employer). If the Employer purchases a related common carrier business, the Employer, to the extent allowed by law, recognizes the Teamsters UPS National Negotiating Committee as the bargaining representative and will meet to determine which applicable Supplement covers those employees, and negotiate a new Addendum covering economic terms if current Supplements do not cover the new job classifications, or, if a current collective bargaining agreement is in place for the acquired employees, then that agreement shall continue by its terms until expiration.

Section 2. Riders

Present Supplements, Riders and Addenda shall remain in effect.

Any new Supplement, Rider or Addendum, or changes to Supplements, Riders or Addenda or in the contract affiliation of any Local Union covered by this Agreement must be submitted to the Joint National Negotiating Committee for review and approval. Failure to be approved by the Committee shall render said Supplement, Rider or Addendum null and void.

Any lesser conditions contained in any Supplement, Rider or Addendum shall be superseded by the conditions contained in this Master Agreement. However, except where specifically stated otherwise in the Master Agreement, nothing in this Master Agreement shall deprive any employee of any superior benefit contained in their Supplement, Rider or Addendum.

ARTICLE 3. RECOGNITION, UNION SHOP AND CHECKOFF

Section 1. Recognition

(a) The Employer recognizes and acknowledges that the National Union Committee and Local Unions affiliated with the International Brotherhood of Teamsters are the exclusive representatives of all employees of the Employer in covered classifications. The employees and Unions covered under this Master Agreement and the various Supplements, Riders and Addenda thereto shall constitute one (1) bargaining unit.

(b) When the Employer needs additional employees, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

If employees are hired through an employment agency, the Employer shall pay the employment agency fee, if any, due from the employee. However, if the Union has been given equal opportunity to furnish employees, as provided herein, and if the employee is retained through the probationary period, this fee need not be paid until the thirty-first (31st) day of employment, except as otherwise provided in the Local Union Supplements, Riders and Addenda.

Business agents and/or a steward shall be permitted to attend new employee orientations to talk about the benefits of Union membership. The Employer agrees to provide the Local Union at least one week's notice of the date, time, and location of such orientation. Upon request, the Union representative will be given a list of the names of the employees attending orientation no later than at the

meeting. The sole purpose of the business agent's or steward's attendance shall be to encourage new employees to join the Union. The steward shall remain on the clock for up to fifteen (15) minutes for that purpose if the orientation is held during his or her normal working hours at his or her normal place of work.

Section 2. Union Shop and Dues

(a) All present employees who are members of the Local Union on the effective date of this Subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. In order to assist the Local Unions in maintaining current and accurate membership records, the Employer will furnish the appropriate Local Union a list of new employees. The Employer agrees to notify the Local Union when a new employee attains seniority. This notification will be made in conjunction with the new employee listing. The list will include the name, address, social security number, date of hire, hub or center to which assigned, shift, and classification or position hired into. The Employer shall also notify the Local Union when the employee is promoted from part-time to full-time. The list will be provided on a monthly basis. All present employees who are not members of the Local Union and all employees who are hired hereafter, shall become and remain members in good standing of the Local Union as a condition of employment on and after the thirty-first (31st) day following the beginning of their employment, or on and after the thirty-first (31st) day following the effective date of this subsection, or the date of this Agreement, whichever is the later. An employee who has failed to acquire, or thereafter maintain, membership in the Union, as herein provided, shall be terminated seventy-two (72) hours after the Employer has received written notice from an authorized representative of the Local Union, certifying that membership has been, and is continuing to be offered to such employees on the same basis as all other members, and further that the employee has had notice and opportunity to make all dues or initiation fee payments. This provision shall be made and become effective as of such time as it may be made and become effective under the provision of the National Labor Relations Act, but not retroactively.

(b) No provision of Section 2(a) of this Article shall apply to the extent that it may be prohibited by state law. In those states where subsection (a) above may not be validly applied, the Employer agrees to recommend to all new employees that they become members of the Union and maintain such membership during the life of this Agreement.

Section 3. Dues Checkoff and Joint Dues Committee

The Union and the Employer will establish a Joint Dues Committee to review the deduction and remittance of union dues. This Committee is charged with the responsibility of ensuring that dues are accurately deducted and remitted in a timely manner to the Local Unions. It is anticipated that this Committee shall serve as a source of continuing study regarding the most efficient, accurate, and expeditious deduction and payment of dues, including exploring electronic solutions. The Union and the Employer will establish procedures for the operation of this Committee.

No existing bargaining unit employee currently performing work in the payroll department will be laid off or suffer a loss of their current payroll type position as a result of this Section.

The Employer agrees to deduct from the pay of all employees covered by this Agreement the initiation fees, dues and/or uniform assessments of the Local Union having jurisdiction over such employees. The Local Union will provide the Employer a weekly amount to be deducted from each employee. The Local Union will individually specify the weekly amount to be deducted for initiation fees, union dues and/or assessments. For initiation fees and assessments, the Local Union will notify the Employer the number of weeks these deductions are to be taken from the employee. Notification of deductions to be made by the Employer for the benefit of the Local Union must be received at least one (1) month prior to the date the deduction is to be made. The obligation of the Local Union to provide this information shall be satisfied by the transmission of a computer file in mutually agreeable format. The Employer shall deduct the weekly dues from each vacation week. This will be implemented within six (6) months of ratification of this Agreement.

Article 3

The Employer shall make no deductions that are not listed on the Local Union's monthly or weekly checkoff statement in those locations which send a checkoff statement to the Employer. In the event the Employer improperly deducts too much dues money, the amount improperly withheld shall be remitted to the involved employee(s) on the second (2nd) scheduled workday following notification to the Employer. The Local Union(s) shall return any overpayment(s) to the Employer within one (1) week following written notification from the Employer.

The Employer will provide a remittance to the Local Union within fifteen (15) days following the check date the deduction was taken. With each remittance, the Employer shall submit a report, by center and/or sort, listing all employees alphabetically with their social security number and job classification. For those employees who had no deduction for the week, the Employer will provide a reason. In the event the Local Union does not want to receive a weekly remittance, the Employer will provide a monthly remittance by the fifteenth (15th) day of the following month. However, if this option is chosen, the Employer will still make weekly deductions as described above.

The Employer will provide a list of peak season employees to the Local Union. The Company agrees to honor the dues checkoff cards for peak season employees.

Where law requires written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

Any Local Union shall have the option of monthly deductions with monthly remittance on or before the fifteenth (15th) day of the same month.

On written request of the employee, payroll deductions will be made to purchase U.S. Savings Bonds for said employee.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE.

DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

The Employer agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Employer written notice to make such deductions. The Employer will remit amounts deducted to the applicable credit union once each week. The amount so deducted shall be remitted to the applicable credit union once each month or weekly. The Employer shall not make deductions and shall not be responsible for remittance to the credit union for any deductions for those weeks during which the employee's earnings shall be less than the amount authorized for deductions.

In the event the Employer has been determined to be in violation of this Article by a decision in the grievance procedure, and if such Employer subsequently is in violation thereof after receipt of seventy-two (72) hours' written notice of specific delinquencies, the Local Union may strike to enforce this Article. However, such strike shall be terminated upon the delivery thereof. Errors or inadvertent omissions relating to individual employees shall not constitute a violation.

Section 4. Work Assignments

The Employer agrees to respect the jurisdictional rules of the Union and, except as otherwise provided in this Master Agreement, Supplements, Riders, or Addenda, shall not direct or require their employees or persons, other than the employees in the bargaining units here involved, to perform work which is recognized as the work of

the employees in said units. This is not to interfere with bona fide agreements with bona fide unions. The Employer further agrees not to combine into a single job work presently performed by members of one Teamster Local Union with work presently performed by members of another Teamster Local Union.

Section 5.

The term "Local Union" as used herein refers to the IBT Local Union which represents the employees of the Employer at the particular place or places of business to which this Agreement, and the Supplements, Riders or Addenda thereto are applicable, unless by agreement of the Local Unions involved or by directive issued pursuant to the IBT International Constitution.

Section 6.

Employees shall have the option of participating in the Employer's electronic funds transfer (EFT), the Employer's check card payment system, or a paper payroll check system. New employees, defined as employees who are not on the payroll on the date of ratification, shall designate either EFT or a check card, unless prohibited by applicable state law. New employees shall make this election during orientation. Recognizing the mutual benefits and advantages of these systems over a paper payroll check, the Union agrees to encourage all employees to select either EFT or a check card as a method of payment. No bargaining unit employee currently performing work in the payroll department will be laid off or suffer a loss of their current payroll type position as a result of this Section.

Section 7. Supervisors Working

(a) The Employer agrees that the function of supervisors is the supervision of Employees and not the performance of the work of the employees they supervise. Accordingly, the Employer agrees that supervisors or other employees of the Employer who are not members of the bargaining unit shall not perform any bargaining unit work, except to train employees or demonstrate safety, or as otherwise provided in the applicable Supplement, Rider or Addendum. However, in the case of Acts of God, supervisors shall comply with the procedures in subsections (b) and (c) and may only perform bargaining

unit work until bargaining unit employees are available. The Employer shall make every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees. The Employer also agrees that supervisors or other employees of the Employer who are not members of the bargaining unit shall not perform bargaining unit work in preparing the work areas before the start of the Employer's hub, preload or reload operation, nor shall the Employer send any bargaining unit employee home and then have such employee's work performed by a supervisor or other employees of the Employer who are not a member of the bargaining unit.

(b) When additional employees are necessary to complete the Employer's operations on any shift or within any classification, the supervisor shall exhaust all established local practices to first use bargaining unit employees including where applicable, double shifting, early call-in, and overtime.

(c) If there is no established local practice, the following shall apply with regard to inside work. Within each building, each operation will maintain appropriate list(s), by seniority, of those part-time employees requesting coverage work. It will be the employees' responsibility to sign up on the appropriate list. The Company shall post such lists and employees who are interested in adding their names to the lists shall do so on the first working day of each month. It will be the employee's responsibility to make sure his/her contact information is correct. Employees who are unavailable to work on three (3) separate occasions within a calendar month shall have their names removed from the coverage list. Those employees shall be eligible to re-sign the list the following month. When coverage work is available, the Company will use the appropriate list to fill the required positions, and such employees will work as assigned. The employee must be qualified for the available work and double shift employees shall have seniority among themselves. No employee is allowed to work more than two (2) shifts in any twenty-four (24) hour period. Local call verification practices and procedures shall remain in place.

Nothing contained in this Section shall change existing practices or procedures covering full-time work.

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

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

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

ARTICLE 4. STEWARDS

The Employer recognizes the right of the Local Union to designate Job Stewards and alternates from the Employer's seniority list. The authority of Job Stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

(a) The investigation and presentation of grievances with the Employer or the designated company representative in accordance with the provisions of the collective bargaining agreement:

(b) The collection of dues when authorized by appropriate Local Union action; and

(c) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:

(1) have been reduced to writing; or

(2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Local Union. The Employer recognizes these limitations upon the authorized Job Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper, nondiscriminatory discipline, including discharge. However, in the event the Job Steward or the designated alternate has led, or instigated or encouraged unauthorized strike action, slowdown or work stoppages in violation of this Agreement he/she may be singled out for more serious discipline, up to and including discharge. Stewards and/or alternate stewards shall not be subject to discipline for performing any of the duties within the scope of their authority as defined in this Section, in the manner permitted by this Section.

Recognizing the importance of the role of the Union Steward in resolving problems or disputes between the Employer and its employees, the Employer reaffirms its commitment to the active involvement of union stewards in such processes in accordance with the terms of this Article.

The Job Steward or the designated alternate shall be permitted reasonable time to investigate, present and process grievances on the Company's property without interruption of the Employer's operation. Upon notification to his or her supervisor, a steward shall be

afforded the right to leave his/her work area for a reasonable period of time to investigate, present and process grievances and to represent a fellow employee concerning grievances or discipline so long as such activity does not interrupt the Employer's operations. This shall include the steward's right to represent an employee in connection with any grievance concerning safety issues. The Employer will make a reasonable effort to insure that its operations are not interrupted by the steward's engaging in such activity. The Employer shall not use interruption of its operation as a subterfuge for denying such right to the steward.

Where mutually agreed to by the Local Union and Employer, stewards may investigate off the property or other than during their regular schedule, without loss of time or pay. Stewards will be paid for time spent in meetings under this Article which occur during the steward's regular working hours. Stewards shall also be paid for time spent in meetings which occur outside his or her working hours, or on days off, by mutual consent. Such time spent during the Job Steward's or the designated alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Job Steward or the designated alternate.

The Employer recognizes the employee's right to be given requested representation by a Steward, or the designated alternate, at such time as the employee reasonably contemplates disciplinary action. The Employer also recognizes the steward's right to be given requested representation by another Steward, or the designated alternate, at such time as the Steward reasonably contemplates disciplinary action. When requested by the Union or the employee, there shall be a steward present whenever the Employer meets with an employee concerning grievances or discipline or investigatory interviews. In such cases, the meeting shall not be continued until the steward or alternate steward is present.

If an employee does not wish to have a Union Steward in any meeting where the employee has a right to Union representation under this Article, the employee shall sign a waiver of Union representation, a copy of which shall be furnished to the Union upon its request.

If requested by the Local Union, the designated Stewards will be provided with copies of all warning, suspension and discharge letters. If a supplement has no provision allowing a Local Union to request documents/information with regard to pending grievances, the following shall be incorporated into the Supplement: "The Employer shall, upon written request, provide the Local Union or the steward designated by the Local Union, with documents/information that is reasonably related (based on NLRA standards) to the pending grievance."

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 5. SANITARY CONDITIONS

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water with toilet facilities in all present and future buildings. The Employer further agrees to provide separate toilet and changing facilities for male and female employees in all present and future UPS buildings which have more than fifteen (15) drivers.

The Employer shall implement procedures designed to ensure privacy for all employees when using facilities in UPS buildings with fifteen (15) or fewer drivers.

Such toilet facilities will be equipped with proper ventilation devices and shall be heated as climatic conditions shall warrant.

The Employer agrees to provide lockers for those employees who are required to change into a uniform or take a lunch period. All other employees will be provided a suitable area for keeping personal items and clothes. Assigned lockers will not be opened by the Employer unless either the employee or a Union representative is present.

Where the Employer and the Union agree that the local water is not suitable for drinking, the Employer will provide bottled drinking water.

ARTICLE 6.

Section 1. Extra Contract Agreements

Except as may be otherwise provided in this Agreement, the Employer agrees not to enter into, or attempt to enter into, any agreement or contract with its employees, either individually or collectively, or to require or attempt to require employees to sign any document, either individually or collectively, which in any way conflicts with the provisions of this Agreement. Any such Agreement or document shall be null and void. Any such agreement or document may not be placed in an employee's file or used by the Employer as a basis for discipline or used in connection with any disciplinary proceeding, nor may any such agreement or document nor the contents thereof be divulged to any person or entity.

In addition, the Company will not discipline an employee for refusing to sign any Company form related to the principle of a fair day's work unless the signing is required by law or by this Agreement.

Section 2. Workweek Reduction

If either the Fair Labor Standards Act or the Hours of Service Regulations are subsequently amended so as to result in substantial penalties to either the employees or the Employer, a written notice shall be sent by either party requesting negotiations to amend those provisions which are affected. Thereafter the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory solution. In the event the parties cannot agree on a solution within sixty (60) days, or mutually agreed extensions thereof after receipt of the stated written notice, either party shall be allowed economic recourse.

Section 3. New Equipment

Where new types of equipment and/or operations, for which rates of pay are not established by this Agreement, are put into use after the ratification date of this Agreement within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties. This paragraph shall apply to all new types of equipment including office and clerical equipment. In

the event agreement cannot be reached within sixty (60) days after the date such equipment is put into use, the matter may be submitted to the National Grievance Committee for final disposition. Rates agreed upon or awarded shall be effective as of the date equipment is put to use.

Section 4. Technological Change

1. Technological change shall be defined as any significant change in equipment or materials which results in a significant change in the work of any classification of employees in the bargaining unit or diminishes the number of workers in any classification of employees in the bargaining unit. Such changes could include, but are not limited to, the use of drones or driverless vehicles to transport, deliver or pick-up packages, or platooning.

2. The Employer and the Union agree to establish a National Teamster/UPS Committee for Technological Change, consisting of an equal number of representatives from the Union and UPS. The Committee shall meet upon request, but not less than three (3) times per year, to review any planned technological changes covered by this Section.

3. The Employer will advise the affected Local Unions and the National Teamster/UPS Committee for Technological Change of any proposed technological changes when the change has entered the field testing phase or at least six (6) months prior to the implementation of such change except where the change was later determined in which case the Employer shall provide as much notice as possible. In all cases, the Company will provide notice of any technological change covered by this Section before the technology is implemented.

4. The Employer shall be required to provide the National Teamster/UPS Committee for Technological Change, any relevant information to the extent available regarding the technological changes.

5. The Employer will meet with the National Teamster/UPS Committee for Technological Change, promptly after notification to negotiate regarding the effects of the proposed technological changes.

Article 6

The Technological Change Committee shall also have the right to raise and attempt to resolve any claim that the Company's technological change violates any provision of the National Master Agreement or the applicable Supplement, Rider or Addendum.

If a technological change creates new work that replaces, enhances or modifies bargaining unit work, bargaining unit employees will perform that new or modified work. The Employer shall provide bargaining unit employees with training required to utilize the new technology, if necessary.

6. In the event that the National Committee cannot reach agreement on the dispute, either party may refer all outstanding disputes to the National Grievance Committee for expedited resolution in accordance with the provisions of Article 8 in order to determine if the Employer has violated the provisions of this Section or if the change will result in a violation of any other provision of the collective bargaining agreement.

7. This Section shall supersede any Supplemental, Rider or Addendum provision on the same subject.

Section 5. Hourly Training

1. It is agreed that Teamster represented employees, on a voluntary basis, may train other employees. UPS reserves the right to choose to use or not to use Teamster represented trainers to fulfill its training needs.

2. Trainers shall be paid a fifty cents ($.50) per hour training premium for each hour spent training.

3. Drivers training helpers, in accordance with Supplemental Agreements, and two (2) on the car rides for the purpose of route knowledge shall not be entitled to the training premium.

4. The parties shall establish a National Training Committee. The Committee shall be empowered to hear and resolve any disputes that may arise over these issues. Unresolved disputes will be subject to the National Master Grievance Committee.

5. Each Supplemental area shall meet and agree or continue existing agreements on the details of the application of this agreement in their area in accordance with Supplemental language. Other issues left for resolution at this level include, but are not limited to, the minimum qualifications for trainers, if any, the number of hours to be worked by the trainer, and the application of Supplemental language concerning compensation for work performed in higher classifications. Disputes shall be resolved in accordance with paragraph 3.

6. Trainer selection and assignments to on the job training will be done in accordance with supplemental seniority provisions, providing the trainers have the necessary qualifications and skills for the job.

7. The training records that a Teamster represented trainer can be required to complete for drivers, are those previously agreed to by the parties. If the Employer wishes to amend these forms, it will first meet and agree with the National Training Committee. Such agreement will not be unreasonably withheld. No training record or verbal report by the trainer will be relied upon to discipline any employee or to evaluate any seniority employee's performance.

8. If a trainer is removed from the qualified list by the Employer, that employee and the Local Union shall have access to the grievance procedure. If the Union establishes that the removal was not for just cause, the grievant shall be reinstated.

9. No trainer shall be required to train in any method which violates the Collective Bargaining Agreement.

10. Teamster represented trainers will not be permitted to perform or recommend disciplinary action.

11. Teamster represented trainers will not be required to make decisions or recommendations regarding the attainment of seniority, by their trainees. The decision as to whether a trainee attains seniority will be made solely by UPS management.

12. Employees to be retrained, after qualifying in their classification, and seniority employees scheduled for safety rides, may request that

a non-bargaining unit employee perform that training, in lieu of a Teamster represented trainer. Such requests will be honored.

13. Trainers will not be held liable for auto accidents incurred by the trainee.

Section 6. Technology and Discipline

No driver shall be discharged based solely upon information received from GPS, telematics, or any successor system that similarly tracks or surveils a driver's movements unless he/she engages in dishonesty (defined for the purposes of this paragraph as any intentional act or omission by an employee where he/she intends to defraud the Company). A driver's failure to accurately recall what is reflected by the technology shall not by itself be considered dishonesty. The Company must confirm by direct observation or other corroborating evidence any other violations warranting discharge. The degree of discipline dealing with off-area offenses shall not be changed because of the use of the above-mentioned systems.

No driver shall be issued a warning notice 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.

The Company acknowledges that there have been problems with the utilization of technology in the past. Therefore, at the request of the Union's Joint National Negotiating Committee Co-Chair a meeting will be scheduled with the Company Co-Chair to discuss any alleged misuse of technology for disciplinary purposes and what steps are necessary to remedy any misuse.

ARTICLE 7. LOCAL AND AREA GRIEVANCE MACHINERY

Except in cases involving cardinal infractions under the applicable Supplement, Rider or Addendum, an employee to be discharged or suspended shall be allowed to remain on the job, without loss of

pay unless and until the discharge or suspension is sustained under the grievance procedure. Notwithstanding the foregoing, any superior provisions in Supplements, Riders or Addenda shall prevail. The Union agrees it will not unreasonably delay the processing of such cases.

If the Employer and the Union cannot agree locally on whether an arbitration case involving any suspension or discharge should be postponed, the issue shall be submitted for resolution to the Employer's Vice-President of Labor Relations and the Parcel and Small Package Division Director, or their designees.

Provisions relating to local, state and area grievance machinery are set forth in the applicable Supplements, Riders or Addenda to this Agreement. Supplements shall provide for regular, scheduled meetings each quarter for the arbitration of points of order arising from discharge and suspension grievances, except those involving timeliness or discipline pursuant to Articles 16, 18 or 35 of this Agreement. These meetings may be cancelled by written mutual agreement. The procedures set forth in the local, state and area grievance procedure may be invoked only by the authorized Union representative or Employer.

All monetary grievance settlements shall be submitted by separate check payable to the grievant or grievant(s) and a copy of the same sent to the Local Union for their records. Such settlements shall be paid within ten (10) working days of the settlement. In addition, any monetary awards based on panel decisions will be made within ten (10) business days of receipt by the Company of the written panel decision.

Authorized representatives of the Union may file grievances alleging violation of this Agreement, under local grievance procedure, or as provided herein. Time limitations regarding the processing of grievances, if not set forth in the respective Supplemental Agreements, Riders or Addenda, must appear in the Rules of Procedures of the various grievance committees and shall apply equally to the Employer, the Union and the employees.

ARTICLE 8. NATIONAL GRIEVANCE PROCEDURE

Section 1.

All grievances and/or questions of interpretation arising under the provisions of this National Master Agreement shall be resolved in the following manner:

Deadlocked cases involving only National Master language may be submitted to the National Master Panel for decisions. Those deadlocked cases which cannot be decided by a lower panel because of disagreement over the interpretation of National Master language may be submitted to the Master Panel for interpretation. Requests for interpretations with no factual case to be decided will be heard by the Master Panel by mutual agreement of the Co-Chairpersons. Interpretations rendered on factual cases by the National Grievance Committee will be sent back to the lower panel to be used to resolve the factual case.

The Committee shall be composed of an equal number of Employer and Union representatives. The National Grievance Committee shall meet upon call of the Chairman of either the Employer or Union representatives on the National Grievance Committee. The National Grievance Committee shall adopt rules of procedure which may include the reference of disputed matters to subcommittees for investigation and report with the final decision or approval, however, to be made by the National Grievance Committee. If the National Grievance Committee resolves any dispute by a majority vote of those present and voting, such decision shall be final and binding upon all parties.

When a case is docketed with the National Grievance Panel, a docketing fee will be applied as specified in the National Master UPS Agreement Rules of 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.

Except as provided in subsections (b) and (c) of this Section, strikes, work stoppages, slowdowns, walkouts or lockouts over disputes, which do not arise under provisions of this National Master Agreement, shall be permitted or prohibited as provided in the applicable Supplement, Rider and/or Addendum. The Local Union shall give the Employer a seventy-two (72) hour prior written notice of the Local Union's authorization of strike action, which notice shall specify the majority National Grievance Committee decision or deadlocked National Grievance Committee decision providing the basis for such authorization. The Local Union shall comply with the provisions of the applicable Supplemental Agreement, Rider and Addendum relating to strike action resulting from delinquencies in the payment of health and welfare or pension contributions.

Section 3.

The Union and Employer may under this section review and reverse, if necessary, decisions by any area, regional or local grievance committee which interprets Master language erroneously.

The National Grievance Committee may consider and review decisions raising an issue of interpretation of Master Agreement language which are submitted by the Union (either the Chair of the Teamsters National United Parcel Service Negotiating Committee or his designee) or the designated Employer representa-

tive. The committee shall have the authority to reverse and set aside the majority decision of any area, regional, local grievance committee, if, in its opinion, such decision is contrary to the language of the National Master Agreement. The decision of the National Grievance Committee shall be final and binding. The National Grievance Committee shall determine whether a decision submitted to it raises an issue of interpretation of Master Agreement language.

In order for such cases to be reviewed, the decision must interpret Master language. A decision raising an issue of interpretation of Master Agreement language is one in which (1) Master Agreement language was interpreted by a lower panel (2) the interpretation sets a precedent for future grievances; and (3) a reasonable case can be made that the lower panel interpretation was contrary to the true meaning of the Master Agreement. If the National Grievance Committee deadlocks on whether a decision meets these criteria, arbitration may be requested pursuant to Article 8, Section 4.

Prior to such cases being placed on the Master docket, the moving party (either the Chair of the Teamsters National United Parcel Service Negotiating Committee or his designee or the designated Employer representative) shall confer with his counter part and discuss the matter.

Cases that are docketed will be presented in the following manner:

1. The representatives of the moving party, as described above, present first.

2. The presenter will cite the specific Master language that the lower panel interpreted.

3. Any evidence to prove that the interpretation was contrary to the provisions set forth in the Master Agreement must be presented.

4. The representative of the responding party will present any responsive evidence he deems necessary.

5. If the Master Panel is unable to reach agreement, then either party may appeal the issue presented to final and binding arbitration.

Decisions made by lower panels that are properly submitted to the National Grievance Committee pursuant to this Article and Section shall be reviewed by the National Grievance Committee. A decision will be entered by the National Grievance Committee based upon its interpretation and the facts of that case. Such decision will be final and binding upon the parties.

Arbitration decisions under any Supplement, Rider or Addendum which interpret Master Agreement language may also be submitted to the National Grievance Committee provided the three above-referenced criteria are satisfied. If an arbitration decision is reviewed by the National Grievance Committee it shall be processed in accordance with this section except that the Committee will make a final and binding decision rather than refer the case back to the arbitrator. Article 8, Section 4 shall not apply if the National Grievance Committee deadlocks upon review of an arbitrator's decision.

Section 4.

Where the National Grievance Committee fails to reach a majority decision as to any case submitted pursuant to this Article (excepting arbitrator decisions) either party shall have the right to refer the case to binding arbitration. Either party wishing to submit a grievance to arbitration must do so within ten (10) days of mailing or hand delivery of the National Grievance Committee deadlock decision. The arbitrator is to be selected from an American Arbitration Association national panel list and all aspects of the arbitration procedure shall be governed by the Rules of the American Arbitration Association.

Any provision in the grievance procedure of any Supplement, Rider, or Addendum hereto which would require deadlocked disputes to be determined by any arbitration process, shall be null and void as to any grievance and/or interpretation of the National Master Agreement. The decision of the National Grievance Committee as to whether a grievance and/or interpretation which is subject to this procedure shall be final and conclusive.

Article 8

Section 5.

Any grievance that does not raise an issue of interpretation of a Master Agreement Article or Section shall be resolved pursuant to the provisions relating to the local, state and area grievance procedures set forth in the applicable Supplements, Riders and Addenda. Prior to invoking the arbitration procedure the parties, by mutual agreement, may submit said case to the National Grievance Committee for resolution.

In the event of strikes, work stoppages, or other activities which are permitted in case of default or failure to comply with majority decisions under this Agreement, no decision and/or interpretation of this Agreement by any tribunal shall be binding upon the Union or affect the legality or lawfulness of the strikes unless the Union stipulates to be bound by such interpretation, it being the intention of the parties to resolve all grievances and/or questions of interpretation by mutual agreement.

In any Section of this Article where language refers to deadlocks, either party shall have the right to refer any unresolved case to arbitration, except as specified otherwise in Section 2 of this Article.

Section 6.

The arbitrator shall have the authority to apply the provisions of this Agreement and to render a decision on any grievance coming before him/her but shall not have the authority to amend or modify this Agreement or to establish new terms or conditions of employment.

Any grievance that does not raise an issue of interpretation of a Master Agreement Article or Section shall be resolved pursuant to the provisions relating to the local, state and area grievance procedures set forth in the applicable Supplements, Riders and Addenda. The no-strike, work stoppage, slowdowns, walkout and lockout provisions of the Supplemental Agreements, Riders and Addenda shall apply to such grievances. Prior to invoking the arbitration procedure the parties, by mutual agreement, may submit said case to the National Grievance Committee for resolution.

Section 7.

Deadlocked cases referred from the National Grievance Committee to binding arbitration pursuant to this Article, will be governed by the following procedures:

1. The arbitration process will be administered by the offices of the American Arbitration Association, as follows:

Somerset, NJ	Eastern, Central and Southern
Fresno, CA	Western

2. The current arbitrators will continue to serve, except as changed pursuant to paragraphs 4 and 7 below. Cases will be assigned to arbitrators on a rotating alphabetical basis within each Region based upon the order in which it was docketed at the National Grievance Committee.

3. The panels will consist of the following number of arbitrators who hear American Arbitration Association administered cases in each Region of the IBT:

Eastern	9
Central	3
Southern	3
Western	5

4. Either party shall have the right, with written notice by December 1 of any year, to require an exchange of lists of two (2) times the number of arbitrators to be assigned to each regional panel by January 1, and on January 15 will alternatively strike from the lists until the correct number of arbitrators is left for each panel. Unless the parties mutually agree otherwise, any arbitrator proposed by the Employer or Union must be a member of the National Academy of Arbitrators and reside within the geographical area covered by the panel. This provision can only be invoked by each party two (2) times during the life of this Agreement.

5. Each arbitrator shall offer one or more potential hearing date(s) within six (6) months of the assignment of the case by the AAA or within six (6) months of a cancellation by either party as outlined

below. If the arbitrator fails to offer a timely date, or a timely rescheduled date after a cancellation, the case shall be reassigned to the next arbitrator to be assigned based on the rotating alphabetical list. If an arbitrator fails to offer a timely date on four (4) occasions in a twelve (12) month period, he/she shall be stricken from the panel of arbitrators at the written request of either party. The parties shall fill any vacancy pursuant to the procedures set forth in paragraph 4.

6. Once a case is assigned to an arbitrator it will remain with that arbitrator until it is concluded, except in the case of a reassignment specified in paragraph 5.

7. The parties may mutually agree in writing to remove any individual arbitrators from the panel at any time. Each party may unilaterally remove two (2) arbitrators during the month of June each year upon giving ten (10) calendar days notice specifying the arbitrator to be removed. The other party shall have the right to remove two (2) arbitrators within ten (10) calendar days from receiving the notice. The parties shall, within forty-five (45) calendar days, exchange a list of arbitrators double the number of arbitrators stricken. The lists will be combined and struck fifteen (15) days later. This process shall also be used to fill vacancies that might occur for other reasons.

8. Except by mutual agreement arbitrations will be scheduled for 10:00 a.m. until at least 5:00 p.m.

9. There shall be no more than one (1) cancellation of arbitration dates by either party in the hearing of any single arbitration case, except as permitted by the arbitrator with good cause.

10. The parties shall share equally the American Arbitration Association's and the arbitrator's fees and expenses for the arbitration or settlement (including rental of the hearing room). The party requesting a cancellation will pay any cancellation fees.

11. The location of the arbitration will be determined by mutual agreement, taking into account the travel requirements of witnesses, counsel, and the arbitrator. In the event that the parties are unable to agree on the location, the arbitrator will decide. All hearings

will be held at the American Arbitration Association offices unless the parties mutually agree on an alternate site.

12. Any or all of the foregoing may be modified in writing by mutual agreement of the parties at any time.

ARTICLE 9. PROTECTION OF RIGHTS

Section 1. Picket Line

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action (including but not limited to the temporary or permanent replacement of any employee) in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's place of business, and the Employer shall not direct any employee to cross a primary picket line.

Section 2. Struck Goods

It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which his/her Employer undertakes to perform as an ally of an employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the employer or person on strike.

Section 3.

Subject to the appropriate subcontracting provisions of this Agreement, the Employer agrees that it will not cease or refrain from handling, using, transporting, or otherwise dealing in any of the products of any other employer or cease doing business with any other person, or fail in any obligation imposed by the Motor Carrier's Act or other applicable law, as a result of individual employees exercising their rights under this Agreement or under law, but the Employer shall, notwithstanding any other provision in this Agreement, when necessary, continue doing such business by other employees.

Section 4.

The layover provisions of the applicable Supplemental Agreement, Rider or Addendum shall apply when the Employer knowingly dispatches a road driver to a terminal at which a primary picket line has been posted as a result of the exhaustion of the grievance procedure, or after proper notification of a picket line permitted by the collective bargaining agreement, or economic strikes occurring after the expiration of a collective bargaining agreement or to achieve a collective bargaining agreement.

Section 5. Grievances

Within five (5) working days of filing a grievance claiming violation of this Article, the grievance shall be submitted directly to the National Grievance Committee without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

ARTICLE 10. LOSS AND DAMAGE

Section 1.

No employee shall make any reimbursement or have monies deducted from his/her pay for loss or damage to parcels except as provided in this Section.

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 hundred dollars ($100.00) 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.

An employee who is charged for loss or damage by the Employer shall not be subject to both discipline and reimbursement. The Employer will clearly notify the employee and the Union of its intent

to either discipline or seek reimbursement. No employee shall be subject to discipline or reimbursement unless the Employer brings the loss or damage to the employee's attention within fifteen (15) business days after receiving a written shipper notice of claim.

When an employee is subject to discipline, the employee shall not make any reimbursement for such loss or damage. When an employee is subject to reimbursement, the employee shall not be subject to discipline for such loss or damage.

Any employee who is found to be responsible for two (2) reimbursements in a twelve (12) month period may receive a warning letter in addition to being responsible for reimbursement should a third (3rd) loss occur in the same twelve (12) month period.

No action shall be taken by the Employer under this Section until the grievance procedure is invoked and concluded. In such grievance hearings the Employer shall present its case first.

If an employee is held liable for reimbursement for loss or damage under Article 10, Section 1 in regard to any package, he/she will be held liable for the value of the package, the amount paid by the Employer to the customer, or the insured value of the package, whichever is least.

Reimbursement schedules shall be reasonable and fair, based upon the circumstances of each case.

This Article is not to be construed as permitting charges for loss or damage to equipment. Nor is this Article to be construed as permitting charges for any loss or damage to merchandise as a result of a vehicular accident under any circumstances.

Section 2.

Employees handling money shall account for and remit the same to the Employer at the completion of each day's work. An employee's cash turn-in may be verified or audited by the Employer. If the Employer fails to verify and deposit an employee's cash turn-in, when requested, no deduction or disciplinary action shall be taken. Upon

request by the Local Union, the Employer and the Local Union shall meet to review any problems relating to transportation of cash via feeders or cashier's check rules.

To ensure that the employee will not be held accountable when the Employer verifies and deposits or fails to verify and/or deposit the employee's cash turn-in the employee and Employer will sign a document, to be maintained by the Employer, showing whether the employee requested verification and deposit and whether the employee's cash turn-in has either been verified and deposited or not verified and/or deposited.

In cases of proven bona fide error (in addition or subtraction) of the cash turn-in, the employee will be responsible for making proper restitution for such shortage.

In such cases of bona fide error, the Employer and an employee, with the participation of the Local Union and where permitted by applicable law, shall execute a written document providing for an agreed upon amount and schedule of reimbursement and/or deduction. A copy of any such agreement will be provided to the Local Union.

The Employer will incorporate into the DIAD for packages shipped using Worldship and Maxiship within sixty (60) days of ratification (as well as other shipping systems when it is technologically feasible) a function that will prompt the driver when a specific type of fund is to be collected for each C.O.D. delivery (e.g., certified funds, cashier's check, money orders). The Employer will notify the Union prior to the installation of the prompts or as the system is expanded. If the driver collects an improper check, the Employer shall inform the driver of that acceptance.

The Employer shall make a reasonable effort to collect for losses due to bad checks, to include a driver follow-up, and an attempt by the manager or his designee to meet with the consignee and a letter to the consignee requesting payment, when appropriate. Should a driver who has been held liable for restitution choose to pursue legal recourse against the consignee, the Employer will provide any necessary documents to aid the driver in processing a claim through

the courts. The employee shall not be held liable for restitution or disciplined if he/she accepts an irregular check if a reasonable person would have accepted the check. No employee shall be subject to restitution or discipline unless the Employer brings the bad check to the employee's attention within fifteen (15) business days after receiving a written shipper notice of claim.

No action shall be taken by the Employer under this section until the grievance procedure is invoked and concluded. In such grievance hearings the Employer shall present its case first.

Reimbursement schedules shall be reasonable and fair, based upon the circumstances of each case.

The Employer will not post or make available for viewing in the work place any employee's social security number or home telephone number. In areas where bidding systems require both a signature and a phone number, an employee will have the option of providing his/her phone number privately to the person controlling the bid.

Section 3.

The Employer shall reimburse employees for 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 11. [RESERVED]

ARTICLE 12. POLYGRAPH/TIMECLOCKS

No applicant for employment and no employee will be required to take any form of a lie detector test as a condition of employment.

Upon request, an employee or the Union may inspect the record of an employee's time recorded on the DIAD or other device for previ-

ous days' work. An employee will be permitted to examine the operation record for the current pay period for the purpose of ascertaining his/her hours worked. If an employee has an issue with his/her hours worked for a particular day, the Employer will provide the employee, upon request, with a print out of his/her hours worked.

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 edits for each day. 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.

Employees will not be responsible for any work performed by another employee using any electronic device under their name.

An employee's hours worked and rate of pay shall be available for review electronically by the affected employee on a Company maintained website.

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 the transmission(s) were sent, the operating center shall provide the printed copy of the transmission(s) that day. When such request is made after the day the transmission(s) were sent, but within twenty-five (25) days thereafter, the printed copy of the transmission(s) shall be provided within five (5) working days.

When requested by the Union, time clocks will be left in place for employees to record their work hours for their own personal use.

ARTICLE 13. PASSENGERS

No driver shall allow anyone, other than employees of the Employer who are on duty, to ride on their truck except by written authorization of the Employer, except in cases of emergency aris-

ing out of disabled commercial equipment, accidents, or an Act of God, in accordance with Department of Transportation regulations.

ARTICLE 14. COMPENSATION CLAIMS

Section 1.

When an injury is reported the reference number will be given to the employee and when requested, a copy of the injury report will be furnished to the employee within two (2) working days of such request. A copy of the injury report will also be furnished to the Local Union if requested by a Local Union official.

The Employer agrees to cooperate and make a reasonable effort to provide the disposition of employee on-the-job injury claims within ten (10) business days. No employee will be disciplined or threatened with discipline or retaliated against as a result of filing an on-the-job injury report. The Employer or its designee shall not visit an injured worker at his/her home.

The Employer shall provide the Union Co-chair of the National Safety and Health Committee with current summaries of the essential functions of all positions covered by this Agreement. The Union shall have the right to challenge any such summary through the applicable grievance procedure. Any employee who is adversely affected by any such summary shall have the right to challenge such summary through the applicable grievance procedure.

Any such decisions or settlements rendered through the grievance procedure, including but not limited to, at arbitration, shall be based solely upon, and applicable to, the facts present in that individual case and shall have no precedential effect beyond that case. This stipulation is limited to cases involving or referencing essential job functions.

The Employer shall provide Worker's Compensation protection for all employees even though not required by state law or the equivalent thereof if the injury arose out of or in the course of employment.

Article 14

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, nor shall the Employer interfere with an employee seeking 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.

An employee who has returned to regular duties after sustaining a compensable injury, and who is required by the Worker's Compensation doctor to receive additional medical treatment during the employee's regularly scheduled working hours, shall receive the employee's regular hourly rate of pay for such time.

The Employer agrees to provide any employee injured locally immediate transportation, at the time of injury, from the job to the nearest appropriate medical facility and return to the job, or to the employee's home, if required. In such cases, no representative of the Employer shall be permitted to accompany the injured worker while he/she is receiving medical treatment and/or being examined by the medical provider, without the employee's consent. In the event that any employee sustains an occupational illness or injury while on a run away from the home terminal, the Employer shall obtain medical treatment for the employee, if necessary, and, thereafter, will provide transportation by bus, train, plane or automobile to the employee's home terminal, if and when directed by a doctor.

An employee that has a change in his/her medical duty status shall report that change to the Employer.

In the event of a fatality, arising in the course of employment while away from the home terminal, the Employer shall return the deceased to the home of the deceased at the point of domicile.

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. The Company will make reasonable efforts to ensure that the assignment is within this window. 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. When possible, package drivers will provide advance notice of return to work so as to be counted toward the eight hour requests.

The Employer will develop a list of possible TAW assignments by location. It is understood that this list may not be all-inclusive and management maintains the right to determine the availability and designation of all TAW assignments. The Employer shall provide the names and assignments of employees on TAW upon the Local Union's request.

In areas that have existing TAW programs providing better employee benefits and protections than guaranteed by this Article, such protections and benefits will not be diminished by this Article.

Any such program that has been, or is in effect, as of the effective date of this Agreement, shall be reduced to writing, a copy of which must be submitted to the National Safety and Health Committee and the affected Local Union. If either party wants to include non-work related injuries or illnesses under the TAW program the parties will meet and agree upon such amendment. The Employer shall also meet with the Local Union upon request to discuss any changes the Local Union may propose in the TAW program. Any unresolved issues will be referred to the National Safety and Health Grievance Committee for resolution.

Article 14

Section 3. Permanently Disabled Employees

The Parties agree to abide by the provisions of the Americans with Disabilities Act. The Company shall be required to negotiate with the Local Union prior to providing a reasonable accommodation to a qualified bargaining unit employee.

The Company shall make a good faith effort to comply in a timely manner with requests for a reasonable accommodation because of a permanent disability. Any grievance concerning the accommodation not resolved at the center level hearing will be referred to the appropriate Union and Company co-chairs for the Local Area or to the Region Grievance Committee, if applicable. If not resolved at that level within ten (10) days, the grievance shall be submitted directly to the National Safety and Health Grievance Committee.

If the Company claims that the individual does not fall within the protections of the Americans with Disabilities Act, then the grievance must follow the normal grievance procedure in order to resolve that issue before it can be docketed with the National Safety and Health Committee.

Any claim in dispute concerning rights under this Section shall be addressed under the grievance and arbitration procedures of this Agreement. A grievance may be filed by an employee or the Union, notwithstanding any contrary provision in any Supplement, Rider or Addendum. The submission of a claim under this Section to the grievance and arbitration procedures of the Agreement shall not prohibit or impede an employee or the Union from pursuing their statutory rights under the Americans with Disabilities Act (ADA) or comparable state or local laws.

The parties agree that appropriate accommodations under this Section are to be determined on a case-by-case basis.

If a full-time employee cannot be reasonably accommodated in a full-time job, the Company may offer a part-time job as a reasonable accommodation if the employee is qualified and meets the essential functions of the job. If the employee accepts the part-time accommodation, the employee will be placed in to the applicable

part-time health & welfare and pension programs, will be paid the appropriate part-time rate for the job performed based on his company seniority, and will receive the part-time contractual entitlements as per the appropriate Supplement, Rider, or Addendum using his Company seniority date. This placement will not prohibit the employee from bidding on future full-time jobs for which he is qualified and meets the essential functions of the job. Should the employee not accept the part-time reasonable accommodation, he shall be allowed to be inactive for three (3) years. During those three (3) years, he shall have the ability to return to his job should he become able to perform the essential functions of the job with or without a reasonable accommodation; have the ability to bid on openings as his seniority allows, providing he can perform the essential functions of that job; and have the ability to accept the part-time accommodation referenced above. After three (3) years, his seniority shall be considered broken. Said employee shall be entitled to receive long term disability and workers' compensation in accordance with the terms of the applicable plan.

Section 3.1

Pursuant to Article 22.3 and Article 37 and notwithstanding language in the Supplements, Riders or Addenda, the Employer and the Union agree to meet and discuss certain full-time positions that may be filled by employees who can no longer perform their assigned job. When full-time openings occur, these employees will be given the opportunity to fill the opening prior to the Employer hiring from the outside. The employee must be physically fit and qualified to perform the new job. The employee placed in the opening will be paid the rate for the job based upon the employee's seniority.

ARTICLE 15. MILITARY CLAUSE

Section 1. USERRA Rights

Employees in service in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Reemployment Rights Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable state and federal laws. This

shall include continuation of health coverage as provided by USERRA, and pension contributions for the employee's period of service, as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the employees to be covered by the statute.

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.

Section 2. Vacation Restoration

Employees on USERRA-approved military leave shall continue to accrue vacation to be used upon return as set forth below. To be eligible for accrual, employees must be (i) employed by UPS for at least one (1) year, (ii) be a member of the uniformed services at time of callup, and (iii) be called into active duty (other than for training) for a period of service exceeding thirty (30) days pursuant to any provision of law because of a war or national emergency declared by the President of the United States or Congress. An eligible employee returning to work as per USERRA shall be entitled to annual vacation for the remainder of that contractual vacation period based on the number of weeks to which he/she is entitled for years of service and the quarter in the current contractual vacation period in which the employee returns from eligible military leave, as follows:

No. Wks	Q1	Q2	Q3	Q4
6	6	4	3	1
5	5	3	2	1
4	4	3	2	1
3	3	2	1	1
2	2	1	1	1

In no event shall the employee have less than one (1) week of vacation available upon his/her return.

For the next contractual vacation period, the employee shall be credited with the vacation he would have accrued while he was on military leave. In no event shall the employee have less than he is

entitled to based on total years of service under the applicable Supplement.

The treatment of unused vacation and the scheduling of the vacation shall be in accordance with the applicable Supplemental, Rider or Addendum.

Section 3. Notification of Leave

Upon notification from an employee that he/she is taking USERRA qualified military leave, the Employer shall notify the Local Union within five (5) business days.

Section 4. Spousal Transfer Rights

In the event an active member of the military is transferred to a different geographic location and his or her spouse works for the Employer, the employee may submit a written request to the Employer to transfer to the same geographical area. The transfer shall be approved subject to the following conditions:

a. A full or part-time opening, as applicable, in the job classification exists at the desired location. The position must be one that an existing employee does not have a right to be awarded.

b. Job classification seniority is end-tailed.

c. Company seniority is retained for the purposes of the number of weeks of vacation, holiday eligibility, and benefit purposes.

d. The transfer must be requested in advance of the relocation to ensure that there is no break in service by the transferring employee. If no permanent position is available at the time of the relocation the provisions of paragraph a. above, shall apply for a maximum of six (6) months.

e. The Employer shall not be responsible for any moving expenses or work missed by the employee.

f. An employee who transfers out of his or her original area where they are covered by a Teamster Pension Trust Fund into the juris-

diction of another pension trust fund, such employee shall remain in his or her original pension trust fund. The Employer agrees to pay the required pension contributions to the employee's original pension trust fund as set forth in the trust agreement, provided there is no conflict with any collective bargaining agreement and/or trust agreement.

ARTICLE 16. LEAVE OF ABSENCE

Section 1.

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official business, provided forty-eight (48) hours written notice is given to the Employer, by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

A Union member elected or appointed to serve as a Union official shall be granted a leave of absence during the period of such employment, without discrimination or loss of seniority rights, and without pay.

Section 2.

Any employee desiring leave of absence from employment shall secure written permission from both the Union and the Employer. The request for leave of absence shall be made in writing at least thirty (30) days before the day on which the leave is sought to commence. If the leave is not foreseeable, the employee shall submit the written request as soon as possible and shall include an explanation why the leave was not foreseeable. The Employer and Union shall respond to the request in writing within ten (10) days after receiving the request. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be secured from both the Union and the Employer.

During the period of absence, the employee shall not engage in gainful employment, except as provided in Section 3 below.

Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee may make suitable arrangements for the continuation of health and welfare and pension payments before the leave may be approved by either the Local Union or the Employer.

Section 3. Loss of License

Section 3.1 Leave of Absence

When an employee, in any job classification requiring driving, loses his or her operating privilege or whose license has been suspended or revoked for reasons other than those for which the employee can be discharged by the Employer, leave shall be granted for such time as the employee's operating privilege or license had been suspended or revoked, but not for a period longer than two (2) years, provided the driver whose operating privilege or license has been suspended or revoked notifies the employee's immediate supervisor before the employee's next report to work of such suspension or revocation. The above provision need only apply to the first (1st) suspension or revocation except for suspension of commercial drivers license (CDL) of one (1) year or less duration.

Employees who take a leave of absence under this Section whose loss of operating privilege or license is the result of driving under the influence of drugs or alcohol will be allowed alternative work and to return to their job in accordance with Section 3.3 below.

Section 3.2 Alternate Work (Other than Alcohol/Controlled Substance)

When an employee, in any job classification requiring driving, has lost his/her license under this Article he/she shall be afforded the opportunity to displace junior, one (1) full-time or two (2) part-time, inside employees, until he/she can return to his/her driving job, not to exceed two (2) years, unless provided for otherwise in

the Supplements, Riders or Addenda. The employee shall receive the appropriate rate of pay for the job performed based on his/her seniority. Coverage for benefits shall continue for the length of the leave of absence or for the job duration, up to two (2) years.

Section 3.3 Alternative Work (Alcohol/Controlled Substance)

When an employee, in any job classification requiring driving, has lost his/her license for driving under the influence of alcohol or a controlled substance he/she will be offered available inside work of one (1) full-time or two (2) part-time openings, not to exceed two (2) years provided that the employee is assessed by a Substance Abuse Professional (SAP) and is released to return to work by the SAP. The SAP shall establish the terms upon which the employee may return to work. The employee must also enter a rehabilitation program, if required by the SAP, within one (1) month of the SAP's assessment. The employee shall be returned to driving once he/she successfully completes the rehabilitation program, provided his/her driving privileges have been restored. The employee shall receive the appropriate rate of pay for the job performed based on his/her seniority. Coverage for benefits shall continue for the length of the leave of absence or for the job duration, up to two (2) years.

Any driver cited for Driving Under the Influence who does not have his/her license suspended, or who has limited driving privileges, shall be assessed by a SAP within five (5) working days of the citation. If the SAP determines the driver does not require rehabilitation, then he/she shall be allowed to return to driving. Until the assessment is completed, the driver shall be allowed to work at his hourly wage and guarantee. If rehabilitation is required, the above paragraph shall also be applicable. The right to rehabilitation provided in Article 35, Section 4.11 shall not be applicable to a driver who completes a rehabilitation program under this paragraph, unless, as a result of the DUI citation, the driver is convicted or loses his/her license for driving.

This Section does not apply to the employee that has lost his/her license for being disqualified for testing positive for controlled substances.

Section 3.4 CDL Qualification

This Article shall also apply in the event an employee is unable to successfully pass the DOT commercial drivers license (CDL) examination provided the employee makes a bona fide effort to pass the test each time the opportunity presents itself.

Section 4. Maternity and Paternity Leave

It is understood that maternity leave for female employees shall be granted with no loss of seniority for such period of time as her doctor shall determine that she is physically or mentally unable to return to her normal duties and maternity leave must comply with applicable state and federal laws.

A light duty request, certified in writing by a physician, shall be granted in compliance with state or federal laws, if applicable. Light duty requests shall also be made through the Employer's "Light Duty for Pregnant Workers" program.

Paternity leave shall be granted in accordance with Section 6 of this Article with the exception of employees not able to meet the qualifications set out in Section 6, who shall be granted leave not to exceed one (1) week.

Notwithstanding any provision to the contrary in any Supplement, Rider, or Addenda, an employee shall be allowed to designate in any vacation year paid time off up to twenty (20) days, to be used in the next vacation year, in accordance with this paragraph. Any paid time off that is provided on a weekly basis can only be banked in weekly increments. The accrued paid time off may be used in the next vacation year to cover any period of time that (1) the employee is determined to be unable to perform her job due to pregnancy (for the father, time off is requested due to the birth) and (2) is not covered by the FMLA, existing disability plans or other paid time off. If the accrued time off is not used in that year, it will be paid to the employee within two (2) weeks of the request. If the vacation is not used as part of the leave, and it would have originally been taken in that vacation year, the employee shall also have the option of rescheduling the unused vacation as time off in accordance with local practice.

Article 16

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 once every five (5) years, three (3) times lifetime maximum, under all conditions of this Article.

The leave of absence must be requested prior to the commission of any act subject to disciplinary action except as provided in Article

35, Section 3 and Section 4. The leave of absence shall be for a maximum of ninety (90) days; additional time may be granted if it is mutually agreed between the Company and the Union, or requested by the Substance Abuse Professional (SAP). While on such leave, the employee shall not receive any of the benefits provided by this Agreement, Supplements, Riders and/or Addenda, except the continued accrual of seniority.

If an employee voluntarily enters such a rehabilitation program, under the provisions of the Article, the following shall apply:

1. Before returning to work, the Employer shall ensure that the employee is "alcohol/drug free" This requirement shall be satisfied when the employee has provided a negative drug test result, as per cutoff levels contained in Section 3.3 or Section 3.4 of Article 35, as applicable, and/or an alcohol test with an alcohol concentration less than .02. The Employer will make all reasonable efforts to conduct all return-to-work testing, conference calls, and examinations within five (5) working days of completion of a rehabilitation program.

2. Within one (1) year of the date on which an employee returns to work, the employee may be subject to unannounced alcohol/drug

testing, as specified in the return to work agreement. The one (1) year period may be extended only by the SAP and must be substantiated by written verification of the SAP.

3. Unannounced alcohol/drug testing for the above-mentioned employee, if required shall be determined by the SAP as provided in this Article. The date, time and place of collection for alcohol/drug testing, if required, shall be determined by the SAP.

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.

All alcohol/drug treatment agreements including pre-care, aftercare and return to work agreements entered into shall be confidential and signed by the employee and the SAP overseeing the treatment program and must have been approved by the Local Union business agent prior to the employee's signature. The postcare agreement shall comply with all provisions of this Article.

The Employer agrees to recognize the employee's rights to privacy and confidentiality while being party to such an agreement. The Employer agrees that in all circumstances the employee's dignity will be considered and all necessary steps taken to insure that the entire process does nothing to demean, embarrass or offend the employee unnecessarily.

Section 6. Family and Medical Leave Act (FMLA)

All employees who have worked for the Company for a minimum of twelve (12) months and worked at least 1250 hours during the past twelve (12) months are eligible for unpaid leave as set forth in the Family and Medical Leave Act of 1993.

Additionally, any employee not covered above, that has worked for the Company for a minimum of thirty-six (36) months and accrued at least 625 paid hours during the past twelve (12) months is eligible for unpaid leave as set forth below, except that the amount of leave allowed will be computed at one half (1/2) of the time provided by the FMLA.

Article 16

Eligible employees are entitled up to a total of 12/6 weeks of unpaid leave during any twelve (12) month period for the following reasons:

1. Birth of a child;

2. Adoption or placement for foster care;

3. To care for a spouse, child, or parent of the employee due to a serious health condition;

4. A serious health condition of the employee.

The employee's seniority rights shall continue as if the employee had not taken leave under this section, and the Employer will maintain health insurance coverage during the period of the leave.

The Employer may require the employee to substitute accrued paid vacation or other paid leave for part of the 12/6 week leave period.

The employee is required to provide the Employer with at least thirty (30) days advance notice before FMLA leave begins if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable. The Employer has the right to require medical certification of a need for leave under this Act. In addition, the Employer has the right to require a second (2nd) opinion at the Employer's expense.

The provisions of this section are in response to the Federal Act and shall not supersede any state or local law, which provides for greater employee rights.

Section 7. Disability

When an employee is injured off the job, the Company shall use its best efforts to provide the employee with all necessary documents and reasonable assistance in order to assist with the processing of the employees' disability claim.

ARTICLE 17. PAID FOR TIME

All employees covered by this Agreement shall be paid for all time spent in service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the employee is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving federal, state or city regulations, which occur through no fault of the driver, shall be paid for by the Employer.

The Employer will not allow employees to work prior to their start time without appropriate compensation.

Wages for properly selected vacations, in all instances, will be paid to the employees no later than the workday prior to their vacation. If the employee does not receive his/her vacation check, the Employer will make all reasonable efforts to provide the check the following day including delivery by Saturday or Next Day Air. 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 until the shortage is corrected. 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 in which the shortage is not paid after the second (2nd) scheduled work day, until corrected.

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.

If an employee works in different classifications during a shift that are paid at different rates, the different hours and rates shall be available for review electronically by an employee on a Company maintained website. Any grievance payments included on a paycheck will also be available for review by affected employees electronically with the applicable identifying grievance number on a website maintained by the Employer. Nothing in this paragraph is intended to eliminate any local practices regarding availability of data regarding grievance settlements.

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 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.

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.

All employees must receive their vacation pay in a separate check before taking vacation. Vacation checks for an employee, who is taking a properly scheduled vacation in accordance with the applicable Supplement, Rider or Addendum, will be at the operating center on Monday of the week prior to the employee's vacation week(s). This is to ensure that the employee receives his/her pay prior to taking his/her vacation. The employee will be shown his/her check upon request, but will not receive the check until the regular scheduled pay day.

All green checks will be taxed at the employee's regular withholding tax rate.

Paycheck stubs will show the year-to-date vacation, sick and personal leave balances.

ARTICLE 18. SAFETY AND HEALTH EQUIPMENT, ACCIDENTS AND REPORTS

Preamble

The Employer and the Union agree that the safety of the employees and the general public is of utmost importance.

The Employer and the Union have developed the following Sections and Subsections of this Agreement to respond to that mutual concern for safety. The contract language responds to a variety of areas related to safety, health, ergonomics, climatic conditions as well as federal, state and local laws dedicated to providing a safe and healthy workplace.

To address safety and health issues, the Employer and the Union have developed the following:

A. A National UPS/IBT Safety and Health Committee;

B. A National UPS/IBT Safety and Health Grievance Committee to respond to safety, health, ergonomic and climatic issues and concerns; and

C. A Safety and Health Committee, chaired by the UPS Director of Health and Safety and the IBT Director of Safety and Health, will be formed to address present and future safety and health issues and solutions; and

D. Local area joint labor/management committees comprised of bargaining unit members and management to address job related safety and health concerns through the Comprehensive Health and Safety Process (CHSP).

Article 18

Notwithstanding the employee's right to contact federal, state or local agencies, it is the recommendation of the committee that issues and concerns, regarding this Agreement, should first be brought before the National Safety and Health Committee.

Union requests to access Company vehicles and/or facilities for the purpose of investigating safety and health issues shall proceed as follows:

Upon request of a Local Union, and with the approval of the UPS/IBT National Safety and Health co-chairs, representatives of the Union, accompanied by Company representatives, will be provided reasonable and necessary access to the Company's vehicles and/or facilities for the purpose of investigating safety and health issues.

Should the UPS/IBT National Safety and Health co-chairs not reach agreement on an access request, the matter 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 resolution.

Section 1. Employees' Rights— Equipment, Vehicles and Conditions

The Employer shall not require employees to take out on the streets or highways any vehicle, or use any type of equipment, that is not in a safe operating condition or equipped with the safety appliances prescribed by law. First line trailers will be swept on a daily basis. All package cars and tractors will be maintained in a clean and sanitary condition including mirrors and windows.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to a person or property or in violation of a government regulation relating to safety of person or equipment. The term "dangerous conditions of work" does not relate to the type of cargo which is to be hauled or handled.

It shall not be a violation of this Agreement, or cause for disciplinary action, where employees refuse to operate equipment or a

vehicle when such operation constitutes a violation of any state or federal rules, regulations, standards or orders applicable to commercial motor vehicle safety or health, or because of the employee's reasonable apprehension of serious injury to himself/herself or the public due to the unsafe conditions as set out in any state or federal rules, regulations, standards or orders applicable to commercial motor vehicle safety or health to include Part 392.14 of the Federal Motor Carrier Regulations.

The Employer shall ensure conveyors passing overhead shall be guarded so as to prevent the material transported from falling and causing injury to employees below.

Section 2. Out of Service Equipment and Vehicle Reports

All equipment which is refused, or has been written up for repair, because not mechanically sound or properly equipped, shall be appropriately tagged, and placed out of service, so that it cannot be used by other drivers, or employees until the Automotive/Maintenance Department has adjusted the complaint.

Employees shall immediately, or at the end of their shifts, report all known defects of equipment on a suitable form furnished by the Employer. The Employer shall not ask or require any employee to utilize equipment that has been reported by any other employee as being in an unsafe condition. Such equipment will be red tagged, as necessary, by automotive/maintenance personnel. The tag must not be removed until the Automotive/Maintenance Department has determined that the vehicle/equipment is in a safe operating condition or, where no Automotive/Maintenance Department exists, qualified management will make the deciding determination. Management not qualified to make such a determination, will consult with qualified automotive/maintenance personnel before removing a red tag. The person making the decision will sign off the car condition report or other form required by law. Any automotive/maintenance person consulted will be noted on this report.

When the occasion arises where an employee gives a written report on forms in use by the Employer of a vehicle/equipment being in

unsafe working or operating condition and receives no consideration from the Employer, the employee shall take the matter up with an officer of the Union, who will take the matter up with the Employer. But in no event shall an employee be required to operate a vehicle/equipment that is unsafe or in violation of any federal, state or local, rules, regulations, standards or orders applicable to equipment or commercial motor vehicles.

Copies of the car-condition reports or Driver Vehicle Inspection Reports (DVIR) will be available in centers for review by drivers. Upon notification, drivers may make copies of said reports in facilities that have copy equipment. In facilities with no copy equipment, the employee will be provided a copy as soon as practical, when requested. In no case will the copy of the DVIR remain valid after the DOT retention requirement (ninety (90) days) or the original DVIR expires. The current DVIR will be maintained in each vehicle between completion of Preventative Maintenance Inspections (PMI). Other copies will be made available for review by drivers as required by the Federal Motor Carrier Safety Act (FMCS), 49 CFR 396, as applicable to the Employer. In cases where the electronic Driver Vehicle Inspection Report (eDVIR) and/or the electronic Car Condition Report (eCCR) system has been installed, drivers can view previous reports from any Feeder Data Terminal (FDT).

Section 3. Accidents and Reports

Any employee involved in any accident shall immediately notify the Employer.

When required by the Employer, the employee, before the end of the employee's shift, shall complete a report of the accident including all available names and addresses of witnesses to the accident. The reference number will be given to the employee, and when requested, a copy of the accident report will be furnished to the employee within two (2) working days of such request. A copy of the accident report will also be furnished to the Local Union if requested by a Local Union official. In cases of equipment accidents where a Driver's Report of Accident form is completed, the employee will be given a copy of the form the same day, when requested. In facil-

ities with no copy equipment the employee will be provided a copy as soon as practicable.

In the event of a vehicle accident, the Employer shall have twenty (20) days to complete its investigation, if warranted, and ten (10) days to take disciplinary action, if any, unless otherwise mutually agreed. Except for serious accidents, where the driver may be presumed to be at fault, a driver will not be removed from the payroll during an investigation of the accident.

A serious accident is defined as one in which:

1. There is a fatality, or;

2. A citation is issued and there is bodily injury to a person who, as a result of the injury, receives immediate medical treatment away from the scene of the accident, or;

3. A citation is issued and one or more motor vehicles incur disabling damage as a result of the accident requiring a vehicle to be transported away from the scene by a tow truck or other vehicle, or:

4. Any vehicular contact with an aircraft which results in damage that grounds such aircraft, or;

5. There is an accident involving a motor vehicle on Company property, outside of any building, that results in a fatality or bodily injury to a person, who as a result of the injury receives medical treatment away from the scene of the accident.

The driver will be entitled to non-driving work during this period at his/her normal rate of pay.

The Employer and the Union mutually agree that the employee's rights to Union representation will be protected pursuant to Article 4 of the National Master UPS Agreement.

Any pictures and/or video used from an accident for the purpose of educating the workforce shall exclude the identity of employee(s)

involved in the accident. Such pictures and/or video shall only be used for accident prevention, and not to embarrass or denigrate any employee.

Section 4. Seats

The Employer will provide high-back air-ride seats in all new tractors and when replacing the driver seat in present tractor equipment. 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 5. Sun Visors

Employer approved replacement sun visors will be provided upon request on all equipment.

Section 6. Building Heat

Centers will be heated, where practical.

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 6.1 Indoor Air Pollution

1. Motor vehicles shall be physically connected to a local exhaust ventilation system when the operations in the shop require that the

vehicle engine be idled or otherwise operated. Shop areas shall be designated as separate walled-in areas.

2. The Employer will instruct drivers of motor vehicles not to allow vehicles to unreasonably idle while indoors.

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.

Section 8. Radios

Radios will be allowed in package cars. Such radios shall not inhibit the driver's view, nor shall they be unsecured.

The use of Citizen Band (C.B.) Radios, not to exceed five (5) watts, shall be permitted in all feeder road equipment as follows:

a. Operators of C.B. Radios must conform to FCC rules and regulations and be properly licensed and license be on record with the Employer.

b. Head sets and earphones shall not be allowed.

c. The Employer will not be responsible in any way for any damage or loss of C.B. Radio equipment.

d. All power hookups and antenna brackets shall be provided and installed by the Employer.

e. Antennas shall be so installed that they do not interfere with the operation of the wash rack or restrict the vision of the driver.

Article 18

Section 8.1 Distracted Drivers

The Employer and Union recognize that there are various federal, state and local statutes, regulations and ordinances on the use of handheld devices while a commercial motor vehicle is in motion. In the interest of the safety of our drivers and the general public, drivers must comply with the applicable restrictions. The Employer will use its best efforts to educate drivers on the restrictions applicable in each geographic area.

If permitted by state and/or federal law, headsets, Bluetooth ear pieces, and earphones that are used in moving vehicles shall only cover one ear.

Section 8.2 Non-Driving Employees

The use of handheld devices by non-driving employees will be with the approval of the Employer.

Section 9. Tires

Only first-line tires will be used on the steering axle of feeder road equipment, 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.

Any safety concerns regarding tires shall be referred to the local Safety and Health Committee for review.

Section 10. Shocks

Where the manufacturer recommends and provides shock absorbers as standard equipment, properly maintained shocks on such equipment shall be considered as a necessary and integral part of that assembly.

Section 11. Mirrors

All vehicles shall be equipped with regular mirrors and a convex mirror.

New feeder road equipment shall be equipped with heated mirrors. Any feeder road equipment not presently equipped shall be equipped with heated minors when the mirrors require replacement.

The Employer shall continue to install and maintain the agreed to camera monitor backing system devices in all package cars for the furtherance of safety while backing. If technological advances would allow a more effective system or enhancements in the current system, the Employer shall meet with the Union to discuss and review any potential changes.

Upon request, cab-over tractors with a lower window on the right side door will be equipped with a convex mirror on the door.

Section 12. Dollies

All new dollies placed into service shall be counter balanced (max 70 lb. lift weight) with handles on the tongue. All dollies in the system will be counter balanced for 70 lb. lift weight and have handles on the tongue.

Section 13. Exhaust Systems

All new diesel tractors added to the fleet after January 1, 1994, shall be equipped with a vertical exhaust stack. Recognizing the advances made in the reduction of diesel emissions, the chairmen of the National UPS/IBT Safety and Health Committee shall meet to discuss a pilot program involving alternative tractor exhaust systems. Package car exhaust systems, when replaced, shall exit to the side of the vehicle.

Section 14. Package Cars

All new package cars, P-32 and larger, added to the fleet shall be equipped with package compartment venting. 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. The installation of cab compartment fans will be determined by individual districts.

Article 18

All requests for door handle shields coverings will be complied with in a timely manner.

When requested, package cars larger than a P-32 will have grab handles located on the curb side of the package car and mounted on the inside, and will be equipped with mounting brackets to secure hand carts. The Employer will make every effort to require all new package car designs to have lower cab entry steps. All new package cars shall be equipped with step tread plates on both the driver and passenger sides.

Gear shift extensions shall be addressed on a case-by-case basis. All new package cars placed into service shall be equipped with power steering.

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. The Union will be notified if the Employer cannot meet this schedule because of volume downturns.

A package car 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.

Section 15. Heaters and Defrosters

The Employer shall install and maintain heaters and defrosters on all trucks and all safety equipment required by law. Complaints regarding heaters or defrosters not being in proper working order shall be addressed pursuant to the red-tagging procedures under Article 18, Section 2.

All new step van package cars will be manufactured with a minimum of 44,000 BTU heaters. In extreme cold climates concerns over in cab conditions may be brought before the local Safety and Health Committee for review and resolution.

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.

Section 17. Vehicle Integrity

The Employer agrees to maintain all door and engine compartment seals in order to eliminate, as much as possible, fumes, dust and moisture in the package car.

Section 18. Vehicle and Personal Safety Equipment

All automotive vehicles shall be equipped with a manufacturer certified seat belt restraint system. Jump seats shall be equipped with a safety belt. Three-point shoulder harness safety belts shall be provided on the driver's side of all new vehicles, and on the jump seat for all new P-32 through P-120 vehicles and all new 24-foot vans. It shall be required that the driver's seat belt and the jump seat safety belt be worn at all times when the vehicle is moving. Feeder tractor door locks, where provided as original equipment, shall be maintained in working order.

Golf cart usage will comply with applicable federal, state and local regulations.

Section 19. Qualification on Equipment

If the Employer or a government agency requests a regular employee to qualify on equipment requiring a classified or special license, or in the event an employee is required to qualify (recognizing seniority) on such equipment in order to obtain a better job opportunity with his/her Employer, the Employer shall allow such regular employee the use of the equipment so required in order to take the examination.

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 satisfacto-

rily address the issue, a grievance may be filed and would be sent directly to the National Safety and Health Grievance Committee.

Section 20. National UPS/IBT Safety and Health Committee

Section 20.1 National UPS/IBT Safety and Health Committee—Safety, Health and Equipment Issues

The Employer and the Union shall maintain a National UPS/IBT Safety and Health Committee. The Committee shall be governed by the terms of this Agreement and by an agreed to set of rules of procedure.

It is the responsibility of the Committee to provide guidance and recommendations on all factual issues, involving safety and health (including ergonomic issues) and equipment, affecting employees covered by the National Master United Parcel Service Agreement. The Committee is also charged with the responsibility to review and approve the development and implementation of the CHSP. At the discretion of the chairmen, it may also consider any subject pertaining to the safety and health of the employees covered by this Agreement which it deems significant. Such Committee shall convene on a regular basis, with an agenda to be agreed to by the respective chairmen.

As agreed by the chairmen, the Committee may establish such subcommittees as it deems necessary to address matters affecting safety and health.

Section 20.2—National UPS/IBT Safety and Health Grievance Committee

The Committee shall also serve as the National UPS/IBT Safety and Health Grievance Committee. All interpretations and grievances, of a factual nature, arising under but not limited to Articles 18 and 35 of the National Master UPS Agreement shall be heard by the Committee, pursuant to Article 8, of the National Master UPS Agreement, and the rules of the National Grievance Committee.

Decisions of this Committee shall be final and binding on all parties. Cases that are deadlocked by the Committee, unless called to the National Grievance Committee by mutual agreement of the National Chairpersons, may proceed to arbitration.

The Committee shall meet in conjunction with the National Grievance Panel to resolve all cases on its agenda.

Section 20.3 Climatic Conditions Committee

The National UPS/IBT Safety and Health Committee is also responsible for the Climatic Conditions Committee, formulated to review severe climatic conditions that may seriously affect employees in different geographic areas.

The Committee shall have the authority to resolve factual issues before it and its decision will be final and binding. Cases that are deadlocked by the committee shall be referred to the National Grievance Committee.

Section 20.4 Safety and Health Committees

There shall be Safety and Health Committees to cover all full-time and part-time employees. There shall be one (1) committee per Center unless the number of employees and/or job classifications within a center dictate the establishment of more than one (1) committee. The respective committees will be comprised of a mutually agreed to number of bargaining unit representatives and up to an equal number of management representatives.

Recognizing the importance of the role of the Safety and Health Committees in resolving the issues of safety, the Employer and the Union reaffirm their commitment to the active involvement of the Committees in such processes, in accordance with the terms of this Article.

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.

Both parties recognize and reaffirm the importance of maintaining properly functioning Safety and Health Committees and shall make a good faith effort to work out any differences prior to requesting authorization to cease participation.

Bargaining unit members may not perform Safety Committee observations or access personnel records of fellow bargaining unit members that can be interpreted as being a management role. Safety Committee observations shall only be performed to further the purposes of that Committee as defined in this section and to promote a safer work environment. Activities will be reviewed with the Local Union. Under no circumstances can the results of a Safety Committee observation be used in any level of discipline, nor reference any individual bargaining unit member.

Each committee shall meet at least once each month at a mutually agreeable time and place. The Employer shall provide committee members with adequate time to perform committee functions, as described in paragraphs 1 through 7 below.

Each committee shall perform functions including, but not limited to:

1. Creating sub-committees, on an as needed basis, to investigate specific issues of safety and health concern. These committees shall report to the full committee.

2. Developing and maintaining minutes for all meetings, with copies to all committee members and posted on designated safety bulletin boards.

3. Conducting periodic inspections of the facility to ensure that there is a safe, healthful and sanitary working environment in each center.

4. Accompanying governmental, union, and/or Company health and safety professionals on facility inspection tours. The Employer may limit the number of bargaining unit members of the committee accompanying such an inspection tour.

5. Receiving information pertaining to lost workday injury/accident causes and review results of the investigation of such injuries/accidents.

6. Receiving copies of the center's OSHA Illness and Injury logs and the facility's man-hours.

7. Receiving the Company sponsored training to enable committee members to effectively perform their respective functions as safety and health committee members.

Any information provided to a CHSP committee will not be shared outside the committee without the Employer's consent.

If the committee is unable to resolve a safety and health concern and all steps of the Comprehensive Health and Safety Process (CHSP) have been exhausted, the issue will be subject to the grievance procedure.

Section 21. Hazardous Materials Handling Program

The Employer and the Union in compliance with the Occupational Safety and Health Administration (OSHA) have developed a comprehensive program to deal with hazardous material spills, the UPS Damaged Package Response procedure. As a result of the Agreement, the Employer developed a training program for individuals who are responsible for responding to spills of hazardous materials.

The Employer agrees to:

1. Provide twelve (12) hours of training, and the proper equipment, to those employees involved in the clean-up of hazardous material spills. All designated responders, when positions become open, will be selected in seniority order. The Employer will allow first responders to resign their position with written notice given at least

ninety (90) days prior to their annual certification. The resignation will become effective upon the identification and completion of training of a replacement. The training of the identified replacement shall not exceed ninety (90) days. The Employer may disqualify such employees from holding the position of designated responder for a period of one (1) year.

2. Provide one (1) hour of awareness training to every employee who handles packages potentially containing hazardous materials.

3. Conduct training for new employees during orientations and for current employees during normal working hours, with all employees compensated at the appropriate rate of pay.

4. Provide the necessary medical examination for designated first responders at no cost to the employee.

5. Provide annual refresher training to all employees.

6. Comply with all applicable state and federal OSHA regulations regarding hazardous materials.

7. Identify, process and store all hazardous type waste, resulting from spilled or leaking packages, in accordance with all applicable federal, state and local laws. Processing of hazardous material spills will be initiated and completed as soon as practicable, but in all events prior to the hazmat responder being assigned to other non-hazmat duties or completing his/her shift. The Employer designated processing area will be properly ventilated.

8. Conduct emergency evacuation drills on an annual basis.

9. The Employer will hold meetings, with the designated responders, on a scheduled basis, and when necessary will hold special meetings, to discuss and resolve problems or concerns related to hazardous material handling, clean-up and storage of hazardous materials. The Employer agrees to resolve any problems or concerns as expeditiously as possible.

The National UPS/IBT Safety and Health Committee is also responsible for an Occupational Safety and Health Subcommittee to provide training recommendations for handling hazardous materials, toxic and other harmful substances for appropriate bargaining unit employees.

This Committee shall function as part of the National UPS/IBT Safety and Health Committee and shall review UPS hazardous materials training programs and make recommendations for improvements in:

1. Training course content, material and frequency.

2. Equipment needed.

3. Other related issues deemed appropriate by the Committee. Failure of the subcommittee or the National UPS/IBT Safety and

Health Committee to reach an agreement will result in the unresolved issue being processed under the National Grievance procedure rules.

Section 22. Incompatible Package Handling

The Employer agrees that all irregular or incompatible packages such as bars, buckets, exposed metal parts, tire rims, etc., shall be given special handling in accordance with UPS handling methods and local conditions.

Section 23. Union Liability

Nothing in the Agreement or its Supplements relating to health, safety or training rules or regulations shall create or be construed to create any liability or responsibility on behalf of the Union for any injury or accident to any employee or any person or does the Union assume any such liability or responsibility.

The Employer will not commence legal action against the Union, on a subrogation theory, contribution theory, or otherwise, as a result of the Union's negotiation of safety standards contained in this

Agreement or failure to properly investigate or follow-up Employer compliance with those safety standards.

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.

Section 25. Building Security

The Employer shall have the right to implement and/or maintain building inbound and outbound security procedures on a local basis. The Employer shall meet with the applicable local union(s) to review and discuss the procedures prior to any new implementation.

Section 26. Recording Devices

In facilities where video surveillance equipment is maintained, the Employer shall post a sign identifying the presence of video surveillance where employees enter the facility.

ARTICLE 19. POSTING

The Employer agrees to supply and provide suitable space for the Union bulletin board in each center, hub, or place of work. Postings by the Union on such board are to be confined to official business of the Union and on the Union's official letterhead or TITANS. In each package center there shall be a covered bulletin board. Union Stewards shall have a key for the Union bulletin boards. The Employer shall not remove, tamper with or alter any notice posted by the Union unless such notice is harmful to the Employer. Any such notice removed by the Employer shall be re-posted if the Union's position is sustained through the grievance procedure.

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 time spent at the place of examination or examinations where the time spent by the employee exceeds two (2) hours, and in that case only for those hours in excess of said two (2). Examinations are to be taken at the employee's home area and are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness within the year. Employees will not be required to take examinations during their working hours, unless paid by the Employer for all time spent. Employees shall be given reasonable notice of dates of examinations.

For those drivers subject to DOT regulations who possess a valid medical certificate from a designated DOT provider, the Employer shall pay for any additional physical, mental, or other examinations required by the Employer to confirm the validity of the medical certificate.

Section 2. Return to Work Examination

It is understood by the Employer and the Union that once an employee notifies the Employer that he/she has been released to return to work by the employee's doctor, the Company doctor must examine the employee within three (3) working days from the time the employee brings the return-to-work slip to the Employer.

Section 3. Third Doctor Procedure

The Employer reserves the right to select its own medical examiner or doctor and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the employee's expense. If the two (2) doctors disagree, the Employer and the Union shall mutually agree upon a third (3rd) doctor within ten (10) working days, whose decision shall be final and binding on the Em-

ployer, the Union and the employee. Neither the Employer nor the Union will attempt to circumvent the decision of the third (3rd) doctor and the expense of the third doctor shall be equally divided between the Employer and the Union.

If the third (3rd) doctor agrees that the employee should be returned to work, the employee shall be reimbursed at his/her daily guarantee, less any other monies received back to the date of the examination by the Company doctor. It shall exclude any time the employee was not available for examination or work.

Section 4. Disqualified Driver—Alternative Work

Except as provided for in Article 16, a driver who is judged medically unqualified to drive, but is considered physically fit and qualified to perform other inside jobs, will be afforded the opportunity to displace the least senior full-time or part-time inside employee at such work until he/she can return to his/her driving job unless otherwise provided for in the Supplements, Riders or Addenda. The employee shall receive the appropriate rate of pay for the job performed based on his/her seniority or current area practice. If no full-time inside position is available, the Employer will meet with the Local Union to develop a full-time position, if possible out of available work.

In addition to those already covered by this section, disqualified drivers who are actively pursuing a waiver or exemption with the DOT may work inside pursuant to this section if there is a reasonable expectation that his or her waiver/exemption will be granted.

Section 5. Identification

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

All management personnel shall wear a nametag identifying them as supervision while on duty.

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 1.

No part-time employee shall drive except:

(a) when no full-time employee or combination full-time employee is on the premises;

(b) to avoid delay in the work; or,

(c) as provided for in Article 40 Air Operation.

Section 2.

The number of permanent full-time inside jobs in each Local Union area as of April 30, 1979, shall be guaranteed from replacement by part-time employees. In addition, the number of permanent full-time inside jobs created after April 30, 1979, under the provisions of Section 3 will also be guaranteed from replacement by part-time employees. The exception to the above will be in cases of bona fide agreements prior to the ratification of this Agreement.

Section 3.

The parties agree that providing part-time employees the opportunity to become full-time employees is a priority of this Agreement. Accordingly, the Employer commits that during the life of this Agreement, it will offer part-time employees the opportunity to fill at least twenty thousand (20,000) permanent full-time job openings throughout its operations covered by this Agreement.

Article 22

This commitment shall include the obligation to create at least five thousand (5000) 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. In creating these jobs, the Company shall be allowed up to one and one half (1.5) hour gap between jobs in a workday notwithstanding any provision in any Supplement, Rider or Addendum that is more limiting. Any disagreements will be referred to the Chairs of the National Negotiating Committee for resolution.

The number of full-time jobs created under Article 22, Section 3 of the 1997-2002, the 2002-2008 and the 2013-2018 Agreements shall not be reduced. Within sixty (60) days of the ratification of this Agreement the Employer shall provide the International Teamsters Union a report detailing and identifying the full-time jobs which will need to be maintained pursuant to this paragraph.

Section 4.

Section 4. (a)

Part-time employees shall be given the opportunity to fill full-time jobs before hiring from the outside on a six for-one basis (six (6) part-time to every one (1) outside hire).

The following will be incorporated into the job selection procedures in the applicable Supplement, Rider or Addendum:

The Employer will fill all vacancies and permanent new jobs for part-time employees from the part-time selection list in all months except November and December.

Part-time employees with six (6) months or more seniority shall have the right to place their name on the list of employees waiting to be moved to a preferred job within their building. Such preferred jobs shall include, but not be limited to: Preload, Sorter, Clerical, Irregular Train, Designated Responder, Carwasher, Loader and Unloader. Employees do not have the right to select any

specific unit, load or workstation unless a prior past practice has been established.

Part-time employees with less than six (6) months seniority shall have the right to bid a preferred job prior to the Employer hiring from off-the-street.

A maximum of twenty-five percent (25%) of the employees on a shift shall be allowed to change shifts in any one (1) calendar year. The employee obtaining the new position shall remain on that shift for at least six (6) months.

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

All existing regular full-time package car drivers (RPCD) shall be considered RPCD drivers for the purpose of this Section. The Union and Company commit to protect existing RPCDs from being scheduled or forced to perform weekend delivery work and increasing the number of full-time opportunities for part-time employees. To achieve these objectives, the Company may create full-time 22.4 combination driving jobs. Such jobs may include inside work. In the event the Company utilizes this classification, the following shall apply only to those buildings that include Saturday or Sunday delivery.

1. The number of RPCDs working a Monday through Friday schedule in each building, shall be verified and agreed to by each Local Union and the Company Labor Representative, as of August 1, 2018 and shall be protected jobs. "Protected jobs" shall include RPCDs that will continue to be replaced by employees covered under Article 41, Section 2. In the event the Company does not begin Saturday or Sunday delivery at a building until after August 1, 2018, the number of RPCD jobs in existence at the time of implementation shall be included as "protected jobs." A copy of the verification shall be given to the Package Division and to Corporate Labor. Any disputes shall be determined no later than the October 2018 National Grievance Panel by the Director of the IBT Package Division and the President of Corporate Labor or their designee(s).

RPCDs working a Monday through Friday schedule shall be guaranteed five (5) consecutive days of eight (8) consecutive hours per re-

port and forty (40) straight time hours of straight time pay each week, if reporting each day as scheduled, as long as work is available.

Those RPCDs currently working Tuesday through Saturday shall be red circled by name and shall continue to be covered under Article 41, Section 2.

2. It is the commitment of the parties that RPCDs work a Monday through Friday schedule. To that end the parties agree that all RPCDs currently working a Tuesday through Saturday schedule will transition to a Monday through Friday schedule as soon as practicable, within eighteen (18) months of ratification. The Company shall have an additional six (6) months for drivers hired directly into a Tuesday through Saturday schedule.

3. The number of protected RPCD jobs in each building as outlined in this Article 22.4 (1) above, shall be guaranteed from replacement by 22.4 combination drivers or from any part-time drivers as allowed by any Supplement, Rider or Addendum. In the event a protected job moves to another building or jurisdiction as a result of a change of operations or otherwise, the protected status shall follow the job. The number of 22.4 combination drivers shall not exceed twenty-five (25%) of the total number of RPCDs in the building. If the amount of regular Saturday or Sunday volume in a building consistently requires RPCD drivers to work Saturday or Sunday because of the twenty-five percent (25%) limit, the Package Division Director and UPS President of Labor Relations shall be allowed to adjust the limit based on demonstrated service need.

4. No RPCD shall be laid off or displaced from the classification while 22.4 combination drivers are working in the building.

5. All 22.4 combination drivers shall be guaranteed eight (8) consecutive hours of straight time pay per day, if reporting as scheduled. All 22.4 combination drivers shall work a five (5) consecutive day schedule of Tuesday through Saturday or Wednesday through Sunday. This paragraph shall supersede any Supplement, Rider, or Addendum on the same subject.

6. When the new job includes inside work, the Company shall be entitled to establish up to a one-and-one-half hour (1.5) gap, to include the meal period, between jobs in a workday. All other working conditions not set forth herein, including, but not limited to, the work available for combination with driving, bidding procedures, holidays, vacations, etc. shall be set forth in the Supplements, Riders and Addenda.

7. 22.4 Combination drivers shall be paid in accordance with Article 41.4.

8. In the event the Company needs additional staffing to cover Saturday or Sunday ground deliveries, such work shall first be offered to RPCDs as set forth above, then to Article 22.4 combination drivers on their scheduled off day, then to part-time utility/cover/casual employees as permitted in the Supplement, Rider or Addendum. If sufficient volunteers are not obtained, the Company may force in reverse order in accordance with the applicable Supplement, Rider or Addendum.

9. No 22.4 combination driver shall be required to complete more than one (1) qualification period or progression. Any 22.4 combination driver in progression who successfully bids any other full-time position shall slot in at the appropriate rate for the classification.

10. In the event a protected RPCD position becomes available, it shall be filled in accordance with the Supplement, Rider or Addendum, provided, however that no RPCD position shall be filled by an outside hire unless the job remains unfilled after exhaustion of the applicable bidding procedure.

11. Newly created 22.4 combination driver positions shall count toward the newly created 22.3 jobs required by this Agreement.

12. Article 37, Section 1 (b) and (c) shall not apply to 22.4 combination drivers. In those buildings in which the Company creates 22.4 combination jobs to cover weekend deliveries, Article 37 Section 1 (c) 9.5 protections shall apply to all seniority RPCDs regardless of the route they hold or number of years of seniority.

Article 22

Sections 5. Wages

(a) Part-time Employees

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

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

(b) Newly hired part-time employees

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

August 1, 2018	$13.00
August 1, 2019	$14.00
August 1, 2020	$14.50
August 1, 2021	$15.00
August 1, 2022	$15.50

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

(d) All part-time employees governed by this Article shall be provided a minimum daily three and one-half (3-1/2) hour guarantee.

(e) Seniority part-time employees who are receiving an hourly rate higher than set forth above in Section (b), as a result of a Market

Rate Adjustment, shall not have their hourly rate reduced due to the implementation of this Article.

Section 6. Part-Time Employee Transfer

Part-time employees who wish to transfer to another location for educational purposes may submit a written request to the Employer. If approved, the transfer shall be allowed subject to the following conditions:

A. A part-time opening exists at the desired location.

B. Employees must have attained seniority and been employed by the Employer for at least one (1) year.

C. Job Classification Seniority shall be end-tailed.

D. Company seniority shall be retained for the purpose of number of weeks of vacation, and number of holidays in accordance with the applicable Supplement at the new location.

E. Any expenses, including moving expenses associated with an approved transfer, shall be the responsibility of the employee.

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 no earlier than after one (1) year of active employment. 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 (b) above. To the extent a part-time CSI employee has completed (or subsequently completes) any progression set forth in the applicable Adden-

dum, 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 23. SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall pay all money due to the employee during the first (1st) payroll department working day. Upon quitting, the Employer shall pay all money due to the employee on the payday in the week following such quitting.

ARTICLE 24. INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that this Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule.

The Employer agrees that in situations where a specific form of identification may be required by law to access a location, it will assist the Local Union in obtaining such identification so as to perform their duties consistent with this Article.

ARTICLE 25. SEPARABILITY AND SAVINGS

If any article or section of this Agreement or Supplements, Riders or Addenda, hereto, be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and Supplements, Riders or Addenda, hereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the Employer or the Union for the purpose of arriving at a mutually satisfactory replacement of such article or section during the period of invalidity or restraint. There shall be no limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal and economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 26. COMPETITION

Section 1.

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

(a) may use substitute means of transportation (such as airplane, helicopter, ship or T.O.F.C.) in its operations; provided, however, that no feeder driver with more than three (3) years of seniority in the feeder driver classification will be laid off or displaced from a feeder classification as a result of a run being placed on the rail. However, the Employer shall not be required to remove loads from the rail to provide work for employees whose ground loads were eliminated or temporarily discontinued. Any claimed abuse of this Section by any of the Local Unions shall be subject to immediate review by the National Grievance Committee.

Merchandise that has been tendered by United Parcel Service to the railroad and moved by T.O.F.C. will not subsequently be moved by the railroad, on the ground, to its final destination. Any exception to

the above language will be in cases of an emergency or cases where the railroad must ground the merchandise early to meet the company's service commitment. In these cases, every effort will be made to use UPS employees. The destination Local Union will be notified if UPS employees cannot be used.

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.

Temporary shall be limited to one (1) year unless there are circumstances beyond the Company's control. The one-year 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.

Bargaining unit employees will move scheduled T.O.F.C. loads from the rail yards to UPS locations except during peak season.

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.

No seniority feeder driver will be removed from his bid run at Peak and have that same route covered by an outside trucking carrier. Rescheduled routes which may be covered by an outside carrier will only occur if necessary to protect service.

UPS shall provide its plan to the affected Local Union by October 15th of each year. This shall not preclude UPS from making subsequent alterations to the plan which shall also be reviewed with the Union.

No package car driver shall be forced to use his or her personal vehicle to deliver packages.

(b) may drop loaded or empty trailers at locations designated by it, its customers or consignees for customer or consignee loading or unloading. It is understood that customers and consignees will not move trailers for loading and/or unloading other than on their premises. It is further understood that dropping and picking up these trailers shall be done by members of the bargaining unit.

(c) All loading and unloading of dropped shipments at UPS locations will be done by UPS bargaining unit employees.

Section 2.

A Joint UPS/IBT Competition Committee shall be created with an equal number of Employer and Union representatives. The Committee shall meet upon written request by either party for the purpose of discussing and evaluating proposals which, if adopted by the Committee, could create additional bargaining unit jobs, enable the Employer to more effectively compete with other companies, implement new services and products, or change existing services. Nothing within this provision or Agreement shall require the Employer to offer or maintain any particular service or product.

In addition, the Joint UPS/IBT Competition Committee shall have the authority to review line haul runs that may be proposed by UPS

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Freight to create a two way run. UPS and the Union also agree to review and approve proposed runs that may be inclusive of runs currently being performed by vendors. In the event the parties do not agree, the runs shall not be implemented.

Section 3.

Notwithstanding any other provision of the Agreement or any Supplement, Rider or Addendum, only the Local Union with jurisdiction in the geographic area in which a subcontracted feeder movement originates or the Teamsters United Parcel Service National Negotiating Committee in its own name shall have the right to file or pursue a grievance alleging that the movement is a contractual violation. The destination Local Union shall also have the right to file a grievance protesting a subcontracted movement. If the Local Union where the movement originated files a grievance on the run it shall take priority over any other grievance.

Section 4. Surepost

1) In order to retain existing commercial customers that are solicited by a competitor offering services similar to those described herein, or to attract new commercial customers, the Company may offer service contracts that include the delivery of packages by the USPS. Packages eligible for such delivery will normally be less than ten (10) pounds in weight and less than three (3) cubic feet in size, in accordance with paragraph (2) below. Further, UPS agrees that the Surepost will not be presented as a general service offering except at UPS stores. This service will only be offered for shipping from a business to a residential customer. The Company agrees that it will not use Surepost as a basis to diminish the size of the bargaining unit.

2) The Company will continue to use technology that identifies two or more Surepost packages to be delivered to the same address and/or any combination of Surepost package(s) and ground package(s) to be delivered to the same address. In such circumstances, all of the Surepost package(s) and ground package(s) will be delivered by package drivers. The Company will maintain and update the technology that identifies multiple addresses in close proximi-

ty to which any combination of Surepost and ground packages are to be delivered. The Company shall meet with the Competition Committee to review any potential expansion of the volume to be redirected and determine if it is economically feasible to handle in UPS' operations.

The Company shall not deactivate or interfere with the operation of the technology that redirects Surepost volume to the Company unless volume is being rolled in a building due to delivery constraints. In such event, redirect will only be deactivated for the affected building(s). The UPS President of Labor Relations, or his designee, will notify the Union's Director of the Package Division of any deactivation.

3) The Joint UPS/IBT Competition committee will meet on a quarterly basis to review the progress of this service and discuss potential technological enhancements that will allow Surepost volume to be placed back in the UPS system for final mile delivery. Any issues or disputes related to the Surepost service that cannot be resolved by the Competition Committee shall be referred directly to the Chairs of the Union and the UPS National Negotiating Committees for discussion and resolution. In addition, the Union may notify the Employer of any opportunities to include additional addresses.

(4) If a driver or inside employee identifies a package designated for Surepost that is clearly more than ten (10) pounds and/or larger than three cubic feet, the package can be removed from the system and redirected for delivery by a package driver unless the Employer cannot deliver to the specified address.

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 regular package car driver red circled under Article 22.4(b) will be forced to work on a day off and exceed sixty (60) hours unless he has a full eight (8) hours of duty available. Any regular or Article 22.4 package car driver who volunteers or is forced to work over sixty (60) hours in a week pursuant to this paragraph 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

In order to enhance employees' opportunities to obtain a full-time job and improve the Company's ability to reduce time-in-transit and improve service, the following provisions will apply:

1. The Company commits that the number of new drivers needed to remove loads from the rail shall be, at least, two thousand (2000), over the life of the current contract. The Company shall be required to train or hire, at least two hundred (200) drivers by December 31, 2019 and twenty-five percent (25%) of the remaining needed drivers each calendar year thereafter. As long as the Company satisfies these hiring/training obligations, it shall have the right to cover these runs with substitute means of transportation. The Employer shall provide the Union a report identifying the loads covered by this Section. The Company shall meet with the Union to resolve any issues which may arise if circumstances beyond the Company's control preclude the Company from training or hiring needed drivers in any area. The Company shall train or hire a sufficient number of drivers to cover these runs by the end of the current labor agreement.

2. The Company shall provide the Package Division Director its initial plans to remove and cover these loads. In addition, upon request, the Company will review with the Package Division Director, or his designee, the Company's progress in implementing this Section. The review shall include the Company's hiring and training of drivers to ensure that reasonable efforts are being made to staff the runs with bargaining unit employees and eliminate the vendors, as soon as practical. If the Company is not making reasonable progress in training the drivers necessary to replace vendors in any area, UPS' President of Labor Relations and the IBT Package Division Director shall have the authority to determine how and where training will be accomplished.

3. Article 43 shall apply to these runs except for the approval process.

4. No seniority employee in the feeder driver classification as of August 1, 2018 shall be displaced from the classification or laid off as result of the use of substitute transportation pursuant to this Section.

ARTICLE 27. EMERGENCY REOPENING

In the event of war, declaration of emergency, imposition of mandatory economic controls, the adoption of a National Health Program or any Congressional or Federal Agency action which has a significantly adverse effect on the financial structure of the Employer, during the life of this Agreement, either party may reopen the same upon sixty (60) days' written notice and request renegotiation of the provisions of this Agreement directly affected by such action. There shall be no limitation of time for such written notice. Upon the failure of the parties to agree in such negotiations, within sixty (60) days thereafter, either party shall be permitted all lawful economic recourse to support its request for revisions. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

ARTICLE 28. SYMPATHETIC ACTION

In the event of a labor dispute between the Employer, party to this Agreement, and any International Brotherhood of Teamsters' Union, parties to this or any other International Brotherhood of Teamsters' Agreement, during the course of which dispute such Union engages in lawful economic activities which are not in violation of this or such other agreement, then any other affiliate of the International Brotherhood of Teamsters, having an agreement with such Employer, shall have the right only if sanctioned pursuant to the procedures of the International Constitution, and only after receiving such sanctions, to engage in lawful economic activity against such Employer in support of the above first mentioned Union notwithstanding anything to the contrary in this Agreement or the International Brotherhood of Teamsters' Agreement between such Employer and such other affiliate.

ARTICLE 29.

Section 1. Jury Duty

When a seniority employee is called for jury duty service, he/she shall be excused from his/her regular duties on the days he/she is required to appear in court or comply with jury rules that prevent him/her from reporting for work. For any regularly scheduled workday in which time off for such jury service is granted, the full-time employee shall be paid his/her guarantee and the part-time employee shall receive four (4) hours' pay at his/her straight-time hourly rate, less any amount received as a jury duty fee if such fees are defined as wages under applicable laws. The employee shall be required, however, to turn over to the Employer adequate proof of his/her jury duty service and compensation, if any, in order to receive the compensation above provided.

Employees who are scheduled to work a day shift shall not be required to report for work on any day he/she is required to report for jury duty unless released from jury duty not less than six (6) hours prior to the end of his/her regularly scheduled shift, in which event he/she will be allowed two (2) hours from the time he/she is re-

leased from jury duty to report and work the remainder of his/her regularly scheduled shift.

Employees scheduled to work any shift other than the day shift shall not be required to report to work on any day he/she is required to report for jury duty unless he/she has been released from jury duty not less than four (4) hours prior to the start time of his/her regular shift and provided further he/she would complete such shift not less than ten (10) hours prior to the time he/she is required to report for jury duty the next/following day. Notwithstanding the above, no employee, working other than a day shift, will be required to report to work on a night if he or she has served jury duty that day and that service prevents him or her from reporting for work. An employee's schedule will be adjusted by the Employer when possible to avoid a situation in which the employee otherwise misses more than one day of work for any day of jury duty.

In the event an employee returns to work after being released from jury duty and works beyond his/her regularly scheduled work day such hours worked shall be compensated for at the applicable overtime rate of pay.

An employee who is required to report for jury duty during a week of previously scheduled vacation may select another available week of vacation.

Time spent on jury duty service will be considered time worked for purposes of Employer contributions to health & welfare and pension plans, vacation eligibility and payment, holidays and seniority, in accordance with the applicable provisions of the Supplemental Agreements, Riders and Addenda.

The language contained in this Article will supersede any provision in any Supplement, Rider or Addendum.

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.

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Members of the employee's family means spouse, child, or step-child, grandchild, father, mother, brother, sister, 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.

Time off shall not extend beyond the day of the funeral unless an additional day is required for travel, except as provided above. 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.

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.

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

ARTICLE 30. JURISDICTIONAL DISPUTES

In the event that any dispute should arise between any Local Unions party to this Agreement or between any Local Union party to this Agreement and any other Union, relating to jurisdiction over employees or operations covered by this Agreement, the Employer agrees to accept and comply with the decision or settlement of the Unions or Union tribunals which have the authority to determine such dispute. The parties do not intend by this paragraph to take away the Employer's right to designate the home domicile of his employees; provided, however, that any employees adversely affected shall have recourse to the grievance procedure. The Employer further agrees that prior to the change of the domicile of any of its employees, it shall so notify the Unions directly involved.

ARTICLE 31. GARNISHMENTS

In the event of notice to the Employer that a court order has been issued requiring the Employer to withhold a percentage of an employee's wages to satisfy a garnishment, the Employer may take disciplinary action if the employee fails to satisfy such garnishment or wage assignment within a seventy-two (72) hour period after notice to the employee that the Employer is considering disciplinary action. However, the Employer may not discharge any employee by reason of the fact that his/her earnings have been subjected to garnishment or wage assignment for any one (1) indebtedness. An employee may be suspended by reason of the fact that his/her earnings have been subjected to garnishment or wage assignment for any one (1) indebtedness, but any such suspension must be for a fixed, stated period of time.

If the Employer is notified of three (3) garnishments or wage assignments for more than one (1) debt, irrespective of whether satis-

fied by the employee within a seventy-two (72) hour period, the employee may be subjected to discipline. However, the employee may not be discharged upon notice of a third (3rd) garnishment, under this provision, unless and until the Employer has actually begun withholding the employee's wages on a second (2nd) debt. If the Employer has an established practice of discipline or discharge with a fewer number of garnishments or wage assignments, or impending garnishments or wage assignments, and if the employee fails to adjust the matter within the seventy-two (72) hour period, such past practice shall be applicable, provided it does not result in the discharge of an employee prior to the actual withholding of the employee's wages for a second (2nd) debt.

A garnishment for child support or alimony shall not be considered a debt for purposes of discipline.

The Employer shall comply with federal, state and local law in enforcing the provisions of this Article. Discipline or discharge pursuant to this Article shall be reasonable and nondiscriminatory.

ARTICLE 32. SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type, and including new operations or buildings, covered by, presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person or non-unit employees, unless otherwise provided in this Agreement. The Employer may not subcontract work in any classification for the purpose of avoiding overtime. The Employer may not subcontract work in any classification if any employee who normally performs such work is on layoff.

The number of car washer and porter jobs in the bargaining unit as of July 31, 1990 shall be guaranteed from replacement by the Employer subcontracting this work. It is further agreed that additions to the workforce in areas that currently have bargaining unit em-

ployees performing this work shall become bargaining unit members covered under this Agreement.

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.

The amount of the cost-of-living allowance shall be determined as provided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers, CPI-W (Revised Series using 1982-1984 Expenditure Patterns), All Items (1982-84 = 100), published by the Bureau of Labor Statistics, U.S. Department of Labor" and referred to herein as the "Index".

Effective August 1, 2019 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 2019 (published June 2019) and every May thereafter, and the base Index for May 2018 (published June 2018) 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 for all job classifications. A decline in the Index shall not result in the reduction of classification base wage rates.

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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.

In the event the appropriate Index figure is not issued before the effective date of the cost-of-living adjustment, the cost-of-living adjustment that is required will be made at the beginning of the first (1st) pay period after the receipt of the Index.

In the event that the Index shall be revised or discontinued and in the event the Bureau of Labor Statistics, U.S. Department of Labor, does not issue information which would enable the Employer and the Union to know what the Index would have been had it not been revised or discontinued, then the Employer and the Union will meet, negotiate, and agree upon an appropriate substitute for the Index. Upon the failure of the parties to agree within sixty (60) days, thereafter, the issue of an appropriate substitute shall be submitted to an arbitrator for determination. The arbitrator's decision shall be final and binding.

ARTICLE 34. HEALTH & WELFARE AND PENSION

Section 1.

(a)(i) Except as set forth in this Section 1(a), Health & Welfare and/or pension contributions shall be increased by forty dollars ($40.00) per week on August 1, 2018 and on each subsequent August 1st during the life of the contract. Where the employees are covered by both Teamster Health & Welfare and Pension Funds in a Supplement, Rider or Addendum, the weekly health & welfare and pension contributions shall be allocated by the respective Joint Supplemental Area Negotiating Committees, subject to the approval of the Joint National Negotiating Committee.

(ii) In those Supplements, Riders or Addenda, where the full-time or part-time employees are covered by TeamCare and a pension plan sponsored by the Employer, the hourly increase to be allocated for Health & Welfare for these full-time employees as follows:

August 1, 2018	($0.50)
August 1, 2019	($0.50)
August 1, 2020	($0.50)
August 1, 2021	(TBD based on TeamCare costs, not to exceed $0.70)
August 1, 2022	(TBD based on TeamCare costs, not to exceed $0.70)

The rates shall be as follows for covered part-time employees:

August 1, 2018	($0.30)
August 1, 2019	($0.30)
August 1, 2020	($0.30)
August 1, 2021	(TBD based on TeamCare costs, not to exceed $0.50)
August 1, 2022	(TBD based on TeamCare costs, not to exceed $0.50)

2) For years 2018 through 2021, the remaining fifty cents ($0.50) will be allocated to the applicable Taft-Hartley Pension Plan or the UPS/IBT Pension Plan, as applicable. The health and welfare contribution increases in 2021 and 2022 will be based on TeamCare's actual costs. In those two years, the applicable Taft-Hartley Pension Plan or the UPS/IBT Pension Plan, as applicable, will receive for a pension allocation the differential between the increase to TeamCare and one dollar ($1.00). This paragraph shall be applied to the part-time employee contributions in the same manner except in the first three (3) years the remaining amount shall be seventy cents ($0.70). For part-time employees the differential in the last two (2) years will be determined based on the fifty cent ($0.50) maximum.

(iii) [Reserved]

(iv) The increases accrued under this Article on August 1st, of each year, can only be allocated to health & welfare and/or pension except as provided within this Article. Any dispute concerning the allocation of health & welfare and pension money shall be determined and/or resolved by the Joint National Negotiating Committee.

(v) If, in accordance with a duly adopted funding improvement plan or rehabilitation plan, an IBT Pension Fund is required to issue a schedule pursuant to ERISA Section 305 (added by the Pension Protection Act of 2006) that requires contributions in excess of those contained within this Article, the Union and the Employer shall promptly meet to negotiate changes in the Agreement to generate sufficient savings to cover the cost of the increased contributions. Agreement shall not be unreasonably withheld. Once completed, the applicable Fund shall be obligated to accept the schedule as if it was the beginning of the term of a new labor agreement.

(b) Monthly, daily and hourly health & welfare and pension contributions shall be converted from the weekly rate increases in accordance with past practice.

(c) During the life of this Agreement, the Employer will continue to make applicable contributions to all IBT Health and Welfare Funds and all IBT Pension Funds (or the successor funds in case of merger of funds) for full-time and/or part-time employees in all Supplements, Riders and Addenda where the Employer was making contributions for full-time and/or part-time employees on May 1, 1982, unless stated to the contrary in this Article or changes placing these employees in UPS plans are negotiated and agreed to by the National Negotiating Committee.

(d) In those Supplements, Riders and Addenda where the Employer was providing health & welfare and/or pension benefit coverage to employees (either full-time or part-time) on May 1, 1982, the Employer will continue to provide health & welfare and/or pension benefit coverage under the Company plan(s), with funding under the related trust(s) established by the Employer for this purpose, for the life of this Agreement unless specified otherwise in the applicable Supplemental Agreement, Rider, Addendum or this Article. However, this paragraph will only apply through December 31, 2013, as it relates to health &welfare coverage.

(e) All contractual provisions relating to pensions shall be provided in the respective Supplemental Agreements, Riders and Addenda. References to Company provided health & welfare are being deleted from

the Supplements, Riders and Addenda because the Company will no longer be providing medical coverage after December 31, 2013.

(f) The agreements on Maintenance of Benefits for Teamster Health and Welfare Plans in the Western Region of Teamsters Supplemental Agreement and in the Northern California Supplement Agreement shall continue in full force and effect during the life of this Agreement. The increase in any Supplement, Rider or addendum as a result of a Maintenance of Benefit increases shall be allocated as follows: the hourly increase in Health and Welfare in each year of the contract necessary to maintain benefits will be determined by the Trustees of each individual Health & Welfare Plan. The remainder of the contribution increase set forth in Section 1.(a), if any will be paid into pension. The Employer's total annual increase in contributions to the applicable Taft-Hartley Pension and/or Pension Fund shall equal at least the amount set forth in Section 1(a) above.

The portion of the increased amount set forth in paragraph 1(a) above to be allocated to the Teamsters Western Region & Local 177 Health Care Plan each year will be determined by the Trustees of that Plan. The remainder of the annual contribution increase set forth in Section 1(a), if any, shall be paid into pension. This paragraph shall not apply if the Western Conference of Teamsters Pension Fund becomes subject to a funding improvement or rehabilitation plan.

(g) The Employer shall not be required to contribute to any jointly trusteed health and welfare plan, consistent with the practices and rules and regulations of such plan in effect as of August 1, 2018 an amount greater than the amount it contributed on July 31, 2018 plus the increases required by this Master Agreement, except as may be required by law notwithstanding any language to the contrary in any Trust Agreement, Participation Agreement or similar document. The only exception to the above is the Maintenance of Benefits provision in paragraph (f) above.

(h) In the event that there is any change in the existing national health care legislation or if new legislation is enacted, the parties agree to meet and discuss any ramifications of that legislation on the provisions of this Article.

Article 34

(i) UPS Part-time Pension Plan

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

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

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

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

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

$1325 for retirement at any age with 25 years of part-time Credited Service (based on $53.00 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 for-

ty-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.

(j) Long-Term Disability

Article 34

(1) Full-time 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.

(2) Long-term disability benefits will equal sixty percent (60%) of the employee's base weekly pay to a maximum of eight hundred dollars ($800) per week for up to five (5) years. Long-term disability benefits begin when short-term disability coverage ends or after twenty-six (26) weeks from date of disability, whichever is later.

(3) Average weekly base pay is computed by averaging paid hours (maximum of forty (40) hours per week) each week during the last full calendar quarter the employee worked and multiplying that by the hourly rate of their base job. Weeks of unemployment in the prior quarter will not be counted in the calculation. If there were substantial weeks of unemployment, the prior full calendar quarter may be used for the calculation.

(4) The definition of disability, termination of eligibility, offsets, exclusions, limitations, claim procedures and any other related issues will be controlled by the Summary Plan Description.

(5) The long-term disability coverage will become effective on August 1, 2004 for eligible employees who become disabled after that date. However, pre-existing conditions will not affect the employee's eligibility for LTD.

(6) In those situations where a Teamster Health and Welfare Fund provides a short term disability benefit, the employee receiving such benefit shall provide the UPS National LTD Plan sixty (60) days advance notice of the estimated termination date of the short term disability. If such notice is not provided, the UPS National LTD Plan shall have the right to delay the commencement of LTD payments.

(7) Any employee receiving LTD benefits pursuant to this Plan shall be entitled to receive health care coverage in accordance with the SPD for up to twelve (12) months only.

(8) Notwithstanding any Supplement, Rider or Addendum all full-time UPS CSI employees will be provided long term disability benefits through this Section.

(k) Part-time Retiree Coverage

(1) Effective August 1, 2002 the Employer began providing health insurance coverage to all part-time employees, not covered by a Union plan, who retire on or after that date. This section will not apply to any employee who retires on or after January 1, 2014. To the extent coverage would have been available under this section 1(k), the employee instead shall be eligible for retiree coverage through the Central States Health & Welfare Plan.

(2) To be eligible for the coverage, the part-time employee must (i) not be eligible for Medicare; (ii) meet the same age and service requirements as that of a full-time employee in the same Supplement, Rider or Addendum and at a minimum, be at least fifty-five (55) years of age with a minimum of twenty-five (25) years of part-time service as defined in the UPS Pension Plan; (iii) be covered as an active employee by a UPS-administered health care plan for part-time employees at the time of retirement and; (iv) not a part-time employee because of a voluntary bid to part-time status in the five (5) years prior to retirement.

(3) A retiree's legal spouse is also eligible for coverage if he or she is not eligible for Medicare and is under age sixty-five (65).

(4) Coverage and benefit levels shall be as specified in the Summary Plan Description.

(5) Eligibility for coverage for retiree and spouse begins on the first (1st) day after the employee's active coverage ends.

(6) For active retirees as of December 31, 2013, the contribution rates shall be as specified in the Summary Plan Description.

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

Article 34

The following provisions pertain to the UPS/IBT Full-Time Employee Pension Plan (hereinafter "UPS/IBT Plan") was created for employees who participated in the Central States Southeast and Southwest Areas Pension Fund ("CS Plan") and for future employees who would have 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 trusteed 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	$175.00
January 1, 2020	$175.00
January 1, 2021	$175.00
January 1, 2022	$175.00
January 1, 2023	$175.00

(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 has one hour of service in Covered Employment. For service pensions only, if an employee has 0-19 weeks of service credit, he shall not receive any service credit for that calendar year. If he has 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 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 Pension Credit	Age	Monthly Service Pension
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, 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

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.

Section 2. TeamCare

(a) Part-time and full-time employees covered by a Teamster Health and Welfare Fund will continue to be covered by those funds.

(b) Notwithstanding any provision in any Supplement, Rider or Addendum, effective January 1, 2014 all full-time and 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) This Section shall supersede any provisions on the same subject in any Supplement, Rider, or Addendum, including those Supplemental provisions which require part-time benefits to be equal to or the same as full-time medical benefits.

(d) Notwithstanding any contrary provision in any Supplement, Rider, or Addendum, (i) 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.

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

Article 34

Section 3. CSI Health and Pension Coverage

(i) Any full-time or part-time CSI employee who is a participant in a Company sponsored health & welfare plan shall be covered by TeamCare set forth in Section 2 above, effective January 1, 2014.

(ii) The UPS Pension Plan shall be modified to provide a one hundred and ten dollar ($110.00) accrual effective January 1, 2019 for all years accrued under the UPS Pension Plan.

Section 4. Re-allocations of Contributions/Wages

The Teamsters UPS National Negotiating Committee may re-allocate designated increases in Health & Welfare and /or pension contributions (HWPC) and/or general wage increases (GWI) provided in this Agreement in accordance with the following rules:

1. Any portion of any GWI may be re-allocated as an increased contribution to a Teamster Pension or Health &Welfare Fund. The re-allocation shall apply to all employees in a Supplement, Rider or Addendum, as applicable, provided all of the affected employees (full or part-time, if applicable) are covered by the same Pension or Health & Welfare Fund.

2. Twenty-five cents ($0.25) of a PC may be re-allocated as a GWI. The re-allocation shall apply to all employees in a Supplement, Rider or Addendum, as applicable, provided all of the affected employees (full or part-time, if applicable) are covered by the same Pension or Health & Welfare Fund.

3. Once a re-allocation becomes effective, it may not be changed.

4. A specified HWPC cannot be re-allocated to a GWI if the pension fund has been certified as being in endangered or critical status (as defined in ERISA section 305 (b)(1) or (b)(2).

5. The Employer must be notified of any re-allocation, in writing, at least thirty (30) days prior to the effective date of the GWI or HWPC.

Section 5. Substitute Health Plan

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

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

Section 1. Employee's Bail And/Or Court Appearance

When an employee is required to appear in any court for the purpose of testifying because of any accident the employee may have been involved in during working hours, such employee shall be reimbursed in full by the Employer for all earnings opportunity lost because of such appearance. The Employer shall furnish employees who are involved in accidents during working hours with bail bond and legal counsel and shall pay in full for same. Employees shall be compensated for time spent in jail at his/her regular rate of pay. Said bail bond and legal counsel shall remain assigned to the employee until all legal action in connection with said accident is concluded, provided the employee is not charged and convicted of criminal negligence. This Section shall not apply to employees who are found guilty of drunken driving when involved in an accident during working hours. The Employer shall assume all responsibility for all court costs, legal fees, and bail bond fees for any employee who is involved in any accident or accidents during working hours and shall assume all responsibility for all judgments and awards against any employee who is involved in accidents during working hours, which result through court action against said employee, except as provided above. In case an employee shall be subpoenaed as a witness in a company-related case, or as a result of his/her on duty ob-

servations of an accident not involving a UPS vehicle, he/she shall be reimbursed for all time lost and expenses incurred.

Section 2. Suspension or Revocation of License

In the event an employee shall suffer a suspension or revocation of the right to drive the Employer's equipment for any reason, the employee must notify the Employer before their next report to work. Failure to comply will subject the employee to disciplinary action up to and including discharge in accordance with the procedures set forth in the appropriate Supplement, Rider and Addendum. (See also Article 16, Leave of Absence, Section 3.1.)

If such suspension or revocation comes as a result of the employee complying with the Employer's instruction, which results in a succession of size and weight penalties or because the employee complies with the Employer's instructions to drive Employer's equipment which is in violation of the Department of Transportation regulations relating to equipment or because the Employer's equipment did not have either a speedometer or a tachometer in proper working order and if the employee has notified the Employer of the citation for such violation as above mentioned, the Employer shall provide employment to such employee at not less than the employee's regular earnings at the time of such suspension for the entire time period.

Section 3. Controlled Substances Testing

The parties have agreed that the procedures as set forth in Article 35, Section 3 shall be the methodology for all testing and will be modified only in the event that further federal legislation or Department of Transportation regulations require revised testing methodologies or requirements during the term of this Agreement. To the extent that a subject is not covered by this Article the appropriate regulation shall control.

Should other categories, modifications or types of testing be required by the government, the parties will meet as expeditiously as possible to develop a mutually agreeable procedure.

The provisions of Article 16, Section 5 will apply to all employees requesting enrollment in a rehabilitation program following a positive drug 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.

Section 3.1 Employees Who Must Be Tested

UPS employees subject to Department of Transportation mandated drug testing are drivers of vehicles with a vehicle weight rating over 26,000 pounds, requiring a commercial driver license (CDL). This includes mechanics and employees who relieve for vacations or other temporary vacancies. Any employee who drives a tractor-trailer and is on the qualified feeder driver list is also subject to DOT mandated testing as provided in this Agreement.

In addition to testing mandated employees, controlled substance testing will be part of pre-qualification conditions for feeder driver employment, and those persons transferring to a feeder driver position. Individuals who are on a "bid list" for tractor-trailer employment or other similar classification type jobs are subject to being tested for controlled substances before being accepted into such a position.

Employees covered by this Collective Bargaining Agreement who are not subject to DOT mandated drug testing are only subject to reasonable cause testing as provided herein. The substances for which testing shall be conducted, and cut-off levels thereto, shall be consistent with those listed for the DOT-covered employees. This provision also applies to testing conducted pursuant to rehabilitation and after care programs.

Section 3.2 Testing

Because of the consequences that a positive test result has on an employee, UPS will employ a very accurate, two-stage testing program. Urine samples will be analyzed by a highly qualified independent laboratory which is certified by the Department of Health and Human Services (HHS). All samples will be tested according to DOT drug testing requirements. Validity testing for the presence of adulterants shall be conducted on all specimens, per HHS requirements.

Article 35

Section 3.3 Screening Test

The initial test uses an immunoassay to determine levels of drugs or drug metabolites. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five (5) drugs or drug classes.

Substance	Initial Test Level (ng/mL)(1)
Marijuana Metabolites (2)	50(3)
Cocaine Metabolites	150(3)
Codeine/Morphine	2000
Hydrocodone/Hydromorphone	300
Oxycodone/ Oxymorphone	100
6-Acetylmorphine	10
Phencyclidine	25
Amphetamines/Methamphetamine	500
MDMA/MDA	500

These substances and test levels are subject to change by the Department of Transportation as advances in technology or other considerations warrant.

Section 3.4 Confirmatory Test

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed. The following cutoff levels shall be used to confirm the presence of drugs or drug metabolites:

Substance	Confirmatory Test Level (ng/mL)
Marijuana Metabolites (2)	15
Cocaine Metabolites	100
Codeine/Morphine	2000
Hydrocodone/Hydromorphone	100
Oxycodone/Oxymorphone	100
6-Acetylmorphine	10
Phencyclidine	25
Amphetamine/ Methamphetamine (4)	250
MDMA(4)/MDA (5)	250

(1) For grouped analytes (i.e. two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be eighty percent (80%) or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

(2) An immunoassay must be calibrated with the target analyte, A-9-tetrahydrocannabino 1-9-carboxylic acid (THCA).

(3) Alternate technology (THCA and Benzoylecgonine): When using an alternate technology initial test for the specific target analytes of THCA and Benzoylecgonine, the laboratory must use the same cutoff for the initial and confirmatory tests (i.e., 15ng/mL for THCA and 100ng/mL for Benzoylecgonine).

(4) Methylenedioxymethamohetamine (MDMA).

(5) Methylenedioxyamphetamine (MDA).

In the event the initial drug test indicates a positive response the confirmatory test must be done.

On an initial drug test, the laboratory must report a result below the cutoff concentration as negative. If the result is at or above the cutoff concentration, the laboratory must conduct a confirmation test.

Article 35

On a confirmation drug test, the laboratory must report a result below the cutoff concentration as negative and a result at or above the cutoff concentration as confirmed positive.

These substances and test levels are subject to change by the Department of Transportation as advances in technology or other considerations warrant.

Section 3.5 Laboratory Testing

All laboratories selected by UPS for analyzing Controlled Substances Testing will be HHS certified.

Section 3.6 Types of Testing Required

Testing procedures will be performed as part of pre-qualified practices, after defined DOT reportable accidents, on the basis of reasonable cause, upon return to duty after a positive test, under DOT mandated random testing and as follow-up testing for post drug rehabilitation as outlined under Article 16, Section 5.

Section 3.7 Pre-Qualification Testing

Controlled substance testing will be part of UPS's regulated pre-qualification conditions for feeder driver positions.

Drivers will be advised in writing prior to the application process that pre-qualification testing will be conducted to determine the presence of controlled substances. Applicants will be required to acknowledge in writing an understanding of this request before they receive an application.

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.

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. 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.

Documentation of the employee's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior, or before the test results are released, whichever is earlier. In addition, a copy will be sent to the Local Union in a timely manner.

Note: (Reasonable Cause)

At the time the urine specimen is collected, the employee may opt to also give a blood sample. If the employee takes this option, the blood sample must confirm positive presence for the substance confirmed in the urine test. If no positive is confirmed in the blood specimen, the employee will be given a warning letter, offered an opportunity for rehabilitation as set forth in this Article, and the employee will be required to otherwise satisfy the requirements imposed by the DOT regulations. However, if there is a second occasion where reasonable cause testing results in a positive urine test, the employee will then be subject to discharge.

Non-DOT—Reasonable Cause:

In the event an employee (not covered by DOT) is tested pursuant to the discipline Article in the Supplemental Rider or Addenda to the National Master UPS Agreement, such test will be performed under the same procedures and requirements as those set forth in this Article. In the event the test result is positive, as set forth above, it shall be considered a dischargeable offense.

Section 3.9 Post-Accident Drug Testing

DOT mandated drivers will be required to submit to a drug test after a DOT defined serious accident, which is one in which:

1. There is a fatality, or;

2. A citation is issued and there is bodily injury to a person who, as a result of the injury, receives immediate medical treatment away from the scene of the accident, or;

3. A citation is issued and one (1) or more motor vehicles incur disabling damage as a result of the accident requiring a vehicle to be transported away from the scene by a tow truck or other vehicle.

Non-DOT mandated drivers may be required to submit to drug testing if there is any reasonable suspicion of drug usage or reasonable cause to believe that a driver has been operating a vehicle while under the influence of drugs, or reasonable cause to believe the driver was at fault in the accident and drug usage may have been a factor.

Drivers are required to submit to such testing as soon as possible, but in all events within thirty-two (32) hours. Union representation will be made available pursuant to Article 4 of the National Master UPS Agreement, as interpreted.

It is not the intention of this language to prohibit the driver from leaving the scene of an accident for the period of time necessary to obtain assistance in responding to the accident or to receive necessary medical attention.

The result of a urine test for the use of controlled substances, conducted by federal, state, or local officials having independent authority for the test, shall be considered to meet the requirements of post-accident testing, provided such tests conform to applicable federal, state or local requirements, and that the results of the tests are obtained by the Employer.

Section 3.10 Random Testing

Random Employee Selection:

The procedure used to randomly select employees for drug testing, in compliance with the U.S. Department of Transportation Regula-

tions, will be a computer program specifically intended for such an application.

The program will utilize an internal computer clock procedure to randomly generate lists of employees mandated for testing by the Department of Transportation/Federal Highway Administration. The computer shall randomly select the required number of employees from the total pool of affected employees. The total pool list shall be by each region.

For verification purposes and to cover absences the computer shall print the following lists for each testing period:

1. An alphabetical total pool list of employees in the region, and

2. A district list of employees shall be printed from the random list in the order in which they are computer selected.

An absent employee whose name appears on the primary list on the random test day must be tested upon return to work immediately upon notification provided he/she returns prior to the next selection period. The lists or true copies of the lists shall be maintained by a third party administrator. Upon request to the District Labor Relations Manager, the lists will be made available for review by Local Union representatives and company labor relations managers to verify the proper application and use of the lists in the random testing system.

The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure insuring that all affected employees are treated fairly and equally.

The parties further agree not to amend or change the current method of random selection as described herein without prior agreement between the parties.

Section 3.11 Notification

UPS employees, subject to Department of Transportation mandated random drug testing, will be notified of testing in person or by di-

rect phone contact. Notification shall be given by the management person responsible for such notification.

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

A positive test specimen as a result of a DOT pre-qualification or random test will result in a rehabilitation opportunity. An employee whose test results are reported to the Medical Review Officer by the HHS certified laboratory and who has been contacted by the Medical Review Officer or his/her designee has seventy two (72) hours to contact the Medical Review Officer to review the test results. If the review time schedule is not met, then the Medical Review Officer (MRO) may report to UPS Management that the test is verified as positive. If neither UPS nor the MRO, after making all reasonable efforts, as required by the DOT regulations, is able to contact the employee within ten (10) days from receiving the laboratory results, the test will be considered an uncontested positive test result. If the Medical Review Officer determines a specimen is positive, then the employee will have five (5) calendar days to evaluate his/her situation with an approved Substance Abuse Professional and then up to fifteen (15) calendar days to enter the rehabilitation treatment center after approval of a leave of absence as outlined in Article 16, Section 5 of the National Master UPS Agreement. UPS will follow the final recommendations of the Substance Abuse Professional as to the appropriate after-care protocol and post rehabilitation unannounced drug testing.

The employee will be permitted to return to work after the SAP has determined that the employee has successfully complied with prescribed education and/or treatment and the employee has provided a negative drug test result conducted under direct observation, as per cutoff levels contained in Section 3.3 or Section 3.4 of this Article, as applicable, and/or an alcohol test with an alcohol concentration less than 0.02. The Employer will make all reasonable efforts to conduct all return-to-work testing, conference calls, and examinations within five (5) working days of completion of a rehabilitation program.

It is understood that if the grievance procedure is utilized contractual time limits on disciplinary action and the employee's request

for rehabilitation will be suspended until resolution of the grievance.

Substance Abuse Professional (SAP)

Each Substance Abuse Professional (SAP) must be a licensed Doctor of Medicine or Osteopathy, or a licensed or certified psychologist, social worker, employee assistance professional, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders and be knowledgeable of the SAP function as it relates to Employer interest in safety-sensitive functions and applicable DOT agency regulations. In addition, the SAP shall keep current on applicable DOT agency regulations and. comply with the DOT qualification training and continuing education requirements.

The SAP is responsible for performing the following functions:

1. Conducting the initial face-to-face clinical assessment and evaluation to determine what assistance is needed by the employee to solve problems associated with alcohol and/or drug use;

2. Referring the employee to an appropriate education and/or treatment program;

3. Conducting a face-to-face follow-up evaluation to determine if the employee has actively participated in the education and/or treatment program and has demonstrated successful compliance with the initial assessment and evaluation recommendations;

4. Providing the Employer with a follow-up drug and/or alcohol testing plan for the employee; and

5. Providing the employee and Employer with recommendations for continuing education and/or treatment.

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.

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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.

Employer Responsibilities

Prior to allowing an employee to return to duty, after the employee has tested positive for the presence of controlled substances or has refused to submit to a drug test, the employer shall:

A. Ensure that the employee is "drug free," based on a drug test that shows no positive evidence of the presence of a drug or a drug metabolite in the employee's system.

B. Ensure that the employee has been evaluated by a Substance Abuse Professional (SAP) for drug use or abuse.

C. Ensure and confirm with the Substance Abuse Professional that the employee demonstrates compliance with all conditions or requirements of a rehabilitation program in which he or she participated.

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 3.14 Preparation for Testing

Pursuant to Department of Transportation regulations, the Employer reserves the right to utilize on site or off site collection facilities.

Upon arrival at the collection site, an employee must provide the collection agent with:

Photo identification issued by the Employer or a federal, state or local government;

If the employee arrives without the above-listed item, the collection agent should contact the district Safety and Health manager or district Human Resources manager.

A standard DOT approved urine custody and control form will be supplied by the appropriate laboratory. This form must be used by all collection facilities and signed by the employee and the collection agent in the appropriate areas.

Section 3.15 Specimen Collection Procedures

The Employer agrees to continue use of the Specimen Collection Checklist. The checklist, approved by the National UPS/IBT Safety and Health Committee, is to be used with the affected employees at the collection site by the person performing the collection services for the Employer.

The checklist is to be used at all locations, but it is understood that failure to use or the refusal to use the checklist does not invalidate a properly conducted controlled substance testing procedure. Nor does it prohibit an employee's recourse to the collective bargaining agreement and/or the grievance procedure.

All procedures for urine collection will follow Department of Transportation guidelines to ensure an individual's privacy. An employee who gives reason to believe that he or she may have adulterated or substituted a sample will be required to provide a specimen under direct observation by a same gender collection agent. If it is determined that an employee has adulterated or substituted a sample it shall result in the termination of his/her employment.

No unauthorized personnel will be allowed in any area of the collection site. Only one (1) controlled substances testing collection procedure will be conducted at a time and the specimens can only be handled by the collection site person.

The employee being tested should remove any outer garments, such as coats, jackets, hats or scarves, and should leave any personal belongings (purse or briefcase) with the collection agent. The employee shall display the items in his/her pockets to the collection

agent. If the employee requests it, the collection agent shall provide the employee a receipt for his or her belongings. The employee may retain his or her wallet.

After washing his/her hands, the employee shall remain in the presence of the collection agent and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or other materials which could be used to adulterate the specimen.

The collection agent provides the employee with a new, sealed kit selected by the employee.

The employee will provide his or her specimen in a stall or otherwise partitioned area that allows for privacy. The Employer agrees to recognize all employees' rights to privacy while being subjected to the collection process at all times and at all collection sites. Further, the Employer agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to insure that the entire process does nothing to demean, embarrass or offend the employee unnecessarily. Authorization for collection under direct observation will be in accordance with Department of Transportation regulations. All procedures shall be conducted in a professional, discreet and objective manner. Refusal to provide a specimen under direct observation when requested shall be considered a refusal to test and a terminable offense.

The employee shall be instructed to provide at least forty-five (45) milliliters of urine in the collection container. The employee shall hand the specimen to the collection agent. The specimen shall remain in the sight of both the collection agent and the employee at all times. A minimum of thirty (30) milliliters of urine shall be placed in the primary specimen container by the collection agent. The collection agent then must pour at least fifteen (15) milliliters of urine from the collection container into the second specimen bottle to be used for the split specimen. If the individual is unable to provide forty-five (45) milliliters of urine, the collection agent shall direct the individual to drink fluids, not to exceed forty (40) ounces distributed reasonably over a period not to exceed three (3) hours or until a sufficient specimen is provided, whichever occurs

first. (The original specimen, if any, should be discarded, unless it was out of temperature range or showed evidence of adulteration or tampering.) If the individual is still unable to provide forty-five (45) milliliters of urine, he/she will be taken out of service and a medical evaluation will be conducted within five (5) business days by a licensed physician who has the expertise in this type of medical issue, and is approved by the Employer to determine if there is a medical reason for the inability to provide a specimen. If it is not determined that there is a medical reason, the individual will be treated as having refused to take the test. If the employee fails for any reason to provide forty-five (45) milliliters of urine, the collection agent should contact a third party administrator (TPA) and either the District Safety and Health Manager or another Employer designee.

The regulations specify the privacy procedures and the reasons to believe that a specimen has been adulterated which includes, but is not limited to, conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample, e.g., abnormal urine color or urine temperature outside the acceptable range. All specimens suspected of being adulterated shall be packaged and forwarded to the laboratory for testing.

In the event of suspected specimen adulteration, a second (2nd) specimen will be immediately collected under direct observation and the entire procedure should be repeated including initiation of a new custody and control form and separate packaging for shipping. If an employee refuses to provide a second (2nd) specimen, it shall be noted as a refusal to test and shall be a terminable offense.

The collection agent shall document any unusual behavior or appearance on the urine custody-and-control form.

Specimen handling (from one (1) authorized individual or place to another) will always be conducted using chain-of-custody procedures. Every effort must be made to minimize the number of people handling specimens. Both specimen containers shall be sealed and then forwarded to an approved laboratory for testing.

When a return-to-duty or follow-up test is being conducted, the collection process may be observed. If observed, the observer shall be the same gender as the employee being tested.

When a test kit is received by a laboratory, the thirty (30) milliliter sealed urine specimen container shall be removed immediately for testing. The shipping container with the remaining sealed container shall be immediately placed in secure refrigerated storage.

If an employee is told that the first (1st) sample tested positive, the employee may, within seventy-two (72) hours of receipt of actual notice, request that the second urine specimen be forwarded by the first (1st) laboratory to another independent and unrelated HHS approved laboratory of the parties' choice for GC/MS confirmatory testing of the presence of the drug. If an employee chooses to have the second (2nd) sample analyzed, he/she shall at that time execute a special checkoff authorization form to insure payment by the employee. If the second (2nd) test is positive, and the employee wishes to use the rehabilitation option, the employee shall reimburse the Employer for the costs of the second (2nd) confirmation test and handling and shipping charges before entering the rehabilitation program. For those employees who choose to have the second (2nd) specimen tested, disciplinary action can only take place after the MRO verifies the first test as positive and the second laboratory confirms the presence of the drug. However, the employee must be taken out of service once the first (1st) test result is verified as positive by the MRO while the second test is being performed. If the second (2nd) laboratory report is negative, the employee will not be charged for the cost of the second (2nd) test and will be reimbursed for all lost time. It is also understood that if an employee opts for the second (2nd) specimen to be tested, contractual time limits on disciplinary action in the Supplements are waived.

Section 3.16 Specimen Shipping Preparations

After measuring temperature and visibly inspecting the urine specimen, the collection agent should tighten and seal the specimen shipping container.

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The collection agent places a security label (initialed and dated by the employee) over the bottle cap, overlapping the bottle sides.

A double-pouch bag will be used for shipping, with one (1) side for the urine specimen and the other for paperwork.

The collection agent places the urine specimen in the sealable pocket of the specimen bag and then seals the bag.

The collection agent places laboratory copies of the urine custody and control form in the back sleeve of the double-pouch bag.

The collection agent places the sealed specimen bag in the shipping box.

Section 3.17 Medical Review Officer

Any person serving as a Medical Review Officer (MRO) for the Company must be a licensed doctor of medicine or osteopathy with knowledge of substance abuse disorders, issues relating to adulterated and substituted specimens, possible medical causes of specimens having an invalid result, and applicable DOT agency regulations. In addition, the MRO shall keep current on applicable DOT agency regulations and comply with the DOT qualification training and continuing education requirements.

The MRO is responsible for performing the following functions, in addition to those specified in the DOT regulations:

1. Reviewing the results of UPS's drug testing program.

2. Receiving all positive and negative drug test reports as prescribed under the DOT regulations, and making all reports of drug test results to the Employer.

3. Within a reasonable time, notifying an employee of a confirmed positive test result.

4. Reviewing and interpreting each confirmed positive test result in order to determine if there is an alternative medical explanation

for the specimen's testing positive. The MRO shall perform the following functions as part of the review of a confirmed positive test result:

a. Provide an opportunity for the employee to discuss a positive test result.

b. Review the employee's medical history and relevant biomedical factors. A driver is allowed to use a controlled substance (except for methadone) only when taken as prescribed by a licensed medical practitioner who is familiar with the driver's medical history and assigned duties.

c. Review all medical records made available by the employee to determine if a confirmed positive test resulted from legally prescribed medication or other possible explanation.

d. Verify that the laboratory report and assessment are correct.

5. Processing an employee's request to test the split sample. Such testing will be conducted at the employee's expense. The employee shall be reimbursed by UPS for any such expense should the retest provide a negative result. If a reanalysis is negative, then the MRO will declare the test canceled.

Section 3.18 MRO Determination

If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed positive test result, the MRO shall report the test to the Employer as a negative. If the MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result, the MRO shall report the positive test result to the appropriate member of management in accordance with DOT regulations.

Based on a review of laboratory reports, quality assurance and quality control data and other drug test results, the MRO may conclude that a particular confirmed positive drug test result should be cancelled. Under these circumstances, the MRO shall report that the test is cancelled.

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Not later than seventy-two (72) hours after notification of a confirmed positive test result or refusal to test because of adulteration or substitution, an employee may submit a written or verbal request to the MRO for testing of the split sample. The laboratory used must be certified by the HHS and must follow usual chain-of-custody procedures.

The employee shall be reimbursed for any pay lost if taken out of service based upon a positive test result which is negated by the second (2nd) test or as the result of the resolution of the grievance.

Section 3.19 Record Retention

The medical review officer is the sole custodian of the individual test results. The MRO shall retain reports of individual positive test results for a minimum of five (5) years. Individual negative test results will be maintained for at least twelve (12) months. UPS shall maintain in a driver's qualification file only such information as required by the DOT to document compliance with the drug testing requirements.

Section 3.20 Release of Drug Testing Information

The MRO shall inform the employee before beginning the verification interview, that the MRO could transmit to appropriate parties information concerning medications being used by the employee or the employee's medical condition only if, in the MRO's medical judgment, the information indicated that the employee may be medically unqualified under applicable DOT agency rules.

When a grievance is filed as a result of a positive test the Employer shall obtain from the laboratory its records relating to the drug test. Upon receiving the records, the Employer shall provide copies to the appropriate official of the Union, by the end of the following business day after receiving the documents from the laboratory or the MRO, as applicable, provided that the employee has executed written consent authorizing release to the Union, a copy of which must be provided to the Employer.

The Company agrees to notify the Union of any change of HHS approved laboratories used for drug testing, for whatever reason.

Section 3.21 Paid For Time

Testing—Except for drug tests taken in conjunction with a DOT physical, the employee will be paid their regular straight time hourly rate of pay in the following manner:

1. For all time at the collection site.

2. (a) If the collection site is reasonably en route between the employee's home and the center, and the employee is going to or from work, pay for travel time one (1) way between the center and the collection site or the collection site to the center; or

(b) For travel time both ways between the center and the collection site, only if the collection site is not reasonably en route between the employee's home and the employee's center.

3. If an employee is called at home to take a random drug test at a time when the driver is not en route to or from work, the employee shall be paid in addition to all time at the collection site, travel time both ways between the employee's home and the collection site with no minimum guarantee.

When an employee is on the clock and a random drug test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee shall be paid time and one-half (1-1/2) for all time past the eight (8) hours.

Provisions in Supplements, Riders and Addenda that are superior shall prevail.

Section 4. Alcohol Testing

The parties have agreed that the procedures as set forth in Article 35, Section 4 shall be the methodology for testing and will be modified only in the event that further federal legislation or Department of Transportation regulations required by regulation, re-

vise testing methodologies or requirements during the term of this Agreement.

Where such regulations allow revised testing methodologies such modifications shall be subject to mutual agreement by the parties.

Section 4.1 Employees Who Must Be Tested

UPS employees subject to Department of Transportation mandated alcohol testing are drivers of vehicles with a vehicle weight rating over 26,000 pounds, requiring a Commercial Drivers License (CDL). This includes mechanics and employees who relieve for vacations or other temporary vacancies. Any employee who drives a tractor-trailer and is on the qualified feeder driver list is also subject to DOT mandated testing as provided in this Agreement.

Section 4.2 Testing

Because of the consequences that a positive test result has on an employee, UPS will employ a very accurate, two-stage testing program. Breath samples will be collected by a Breath Alcohol Technician (BAT), who has been trained in the use of the Evidential Breath Testing (EBT) device, in a course equivalent to the DOT's model course. All samples will be tested according to DOT alcohol testing requirements. In the event that breath testing is not possible in such cases as reasonable cause, or post-accident, the Employer has the right to use alternative DOT approved methods.

Section 4.3 Screening Test

The initial screening test uses an Evidential Breath Testing (EBT) device to determine levels of alcohol. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for alcohol. The EBT must also be capable of distinguishing alcohol from acetone at the 0.02 concentration level, test an air blank, and perform an external calibration check.

Breath Alcohol Levels: Less than 0.02 – Negative 0.02 and above—Positive (Requires Confirmation Test)

Section 4.4 Confirmatory Test

All specimens identified as positive on the initial screening test, showing an alcohol concentration of 0.02 or higher, shall be confirmed using an EBT that is capable of providing a printed result in triplicate; is capable of assigning a unique and sequential number to each test; and is capable of printing out, on each copy of the printed test result, the manufacturer's name for the device, the device's serial number, and the time of the test.

A confirmation test must be performed not sooner than fifteen (15) minutes after the screening test, but not more than thirty (30) minutes after the screening test.

The following cutoff levels shall be used to confirm the presence of alcohol:

Breath Alcohol Levels: Less than 0.02 – Negative 0.02 to 0.039—Positive/Out of service for twenty-four (24) hours from time of the test 0.04 and above—Positive/Out of service and referred to Substance Abuse Professional (SAP).

Section 4.5 Types of Testing Required

Testing procedures will be performed as part of pre-qualified practices, after defined DOT reportable accidents, on the basis of reasonable cause, upon return to duty after a positive test, under DOT mandated random testing and as follow-up testing for post alcohol rehabilitation as outlined under Article 16, Section 5.

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.

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. 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.

Documentation of the employee's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior. In addition, a copy will be sent to the Local Union in a timely manner.

Non-DOT Reasonable Cause Testing

Employees covered by this Collective Bargaining Agreement who are not subject to DOT mandated alcohol testing are only subject to reasonable cause testing as provided herein, in accordance with supplemental practices.

Section 4.7 Post-Accident Alcohol Testing

DOT mandated drivers will be required to submit to an alcohol test after a DOT defined serious accident, which is one in which:

1. There is a fatality, or;

2. A citation is issued and there is bodily injury to a person who, as a result of the injury, receives immediate medical treatment away from the scene of the accident, or;

3. A citation is issued and one (1) or more motor vehicles incur disabling damage as a result of the accident requiring a vehicle to be transported away from the scene by a tow truck or other vehicle.

Non-DOT mandated drivers may be required to submit to alcohol testing if there is any reasonable suspicion of alcohol usage or reasonable cause to believe that a driver has been operating a vehicle while under the influence of alcohol, or reasonable cause to believe the driver was at fault in the accident and alcohol usage may have been a factor.

Alcohol testing will be required after accidents under the above conditions and drivers are required to submit to such testing within two (2) hours of the accident, if possible, and within eight (8) hours at the latest.

Drivers are required to submit to such testing as soon as possible within two (2) hours. Under no circumstances shall this type of testing be conducted more than eight (8) hours after the time of the accident.

It shall be the responsibility of the driver to remain readily available for testing after the occurrence of a commercial motor vehicle accident. It is also the responsibility of the driver to not use alcohol for eight (8) hours or until an alcohol test is performed under this section, whichever occurs first. Union representation will be made available pursuant to Article 4 of the National Master UPS Agreement, as interpreted.

It is not the intention of this language to prohibit the driver from leaving the scene of an accident for the period of time necessary to obtain assistance in responding to the accident or to receive necessary medical attention.

Law Enforcement Testing

The result of a breath or blood test for the use of alcohol or a urine test for the use of controlled substances, conducted by federal, state, or local officials having independent authority for the test, shall be considered to meet the requirements of post-accident testing, provided such tests conform to applicable federal, state or local requirements, and that the results of the tests are obtained by the Employer.

Section 4.8 Random Testing— Random Employee Selection

The procedure used to randomly select employees for alcohol testing, in compliance with the U.S. Department of Transportation regulations, will be a computer program specifically intended for such an application.

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The program will utilize an internal computer clock procedure to randomly generate lists of employees mandated for testing by the Department of Transportation/Federal Highway Administration. The computer shall randomly select the required number of employees from the total pool of affected employees. The total pool list shall be by each Region. The pool of employees selected randomly for controlled substance testing will also be the pool of employees selected for alcohol testing in compliance with DOT regulations. For verification purposes and to cover absences the computer shall print the following lists for each testing period:

1. An alphabetical total pool list of employees in the Region, and

2. A District list of employees shall be printed from the random list in the order in which they are computer selected.

An absent employee whose name appears on the random test list must be tested upon return to work immediately after notification provided he/she returns before the next selection period. The lists or true copies of the lists shall be maintained by a third party administrator. Upon request to the District Labor Relations Manager, the lists will be made available for review by Local Union representatives and company labor relations managers to verify the proper application and use of the lists in the random testing system.

The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure insuring that all affected employees are treated fairly and equally.

The parties further agree not to amend or change the current method of random selection as described herein without prior agreement between the parties.

A driver shall only be tested for alcohol while the driver is performing safety sensitive functions, just before the driver is to perform safety sensitive functions, or just after the driver has ceased performing such functions.

Employees who are on long term illness or leave of absence shall not be subject to testing.

Section 4.9 Notification

UPS employees, subject to Department of Transportation mandated random alcohol testing, will be notified of testing in person or by direct phone contact. Notification shall be given by the management person responsible for such notification.

Section 4.10 Rehabilitation and Testing after Return to Duty

If the Breath Alcohol Technician (BAT) determines a specimen is confirmed positive, then the employee will be removed from service and have five (5) calendar days to evaluate his/her situation with an approved Substance Abuse Professional (SAP) and then up to fifteen (15) calendar days to enter the rehabilitation treatment center after approval of a leave of absence as outlined in Article 16, Section 5 of the National Master UPS Agreement. UPS will follow the final recommendations of the Substance Abuse Professional (SAP), concerning the appropriate after-care protocol and post rehabilitation unannounced alcohol testing.

It is understood that if the grievance procedure is utilized contractual time limits on disciplinary action and the employee's request for rehabilitation will be suspended until resolution of the grievance.

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.

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Employer Responsibilities

Prior to allowing an employee to return to duty, after the employee has tested positive for an alcohol concentration higher than 0.02, or has refused to submit to an alcohol test, the Employer shall:

A. Ensure that the employee is "alcohol free", defined as less than 0.02, based on an alcohol test.

B. Ensure that the employee has been evaluated by a SAP for alcohol use or abuse.

C. Ensure and confirm with the SAP that the employee demonstrates compliance with all conditions or requirements of a rehabilitation program in which he or she participated.

Section 4.11 Discipline

It is agreed that an employee will have rehabilitation opportunities for alcohol abuse as outlined in Article 16, Section 5, except as provided under Random Testing below.

Reasonable Cause Testing

An employee who is tested for reasonable cause and whose alcohol level is 0.02 to 0.039 will be taken out of service for twenty-four (24) hours and receive a warning letter.

An employee who is tested for reasonable cause and whose alcohol level is 0.040 to 0.069 will be taken out of service for twenty-four (24) hours, referred to a Substance Abuse Professional (SAP) and suspended for ten (10) days. If the employee has committed a disciplinary offense under the terms of the supplemental agreement, the results of the test may be used in the support of the Employer's disciplinary action.

A second positive test of 0.02 or above is a dischargeable offense. A positive test of 0.070 or above is a dischargeable offense.

A presumption exists that the employee was drinking on the job if the observation, time of testing and alcohol level combine to show the employee's level was too high to have consumed alcohol prior to the employee's report time.

An employee taken out of service for a positive test result must have a negative test prior to returning to work.

1. Post-Accident Testing

An employee who is involved in an accident for which the mandate requires post accident testing must submit to such test. A post-accident test of 0.02 or above is a dischargeable offense.

2. Random Testing

A positive test of 0.02 to 0.039 will result in the employee being taken out of service for twenty-four (24) hours and a warning letter shall be issued.

A second positive test of 0.02 to 0.069 or an initial positive test of 0.04 or above will result in the employee being taken out of service and a ten (10) day suspension shall be imposed. The employee will also be referred to a Substance Abuse Professional (SAP) for evaluation. If the SAP requires in-patient treatment and that in-patient treatment is the second (2nd) such treatment afforded the employee, the cost of such treatment will not be borne by the UPS medical plan.

A third (3rd) positive test of 0.02 or above after the employee was tested pursuant to the above levels will subject the employee to discharge.

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.

Section 4.12 Preparation for Testing

Pursuant to Department of Transportation regulations, the Employer reserves the right to utilize on site or off site testing facilities. Under no circumstances shall the Employer utilize UPS personnel to serve as a Breath Alcohol Technician (BAT).

Upon arrival at the testing site, an employee must provide the BAT with a photo identification.

If the employee arrives without the photo identification, issued by the Employer, or a federal, state or local government, the BAT should contact the District Safety and Health manager or the District Human Resources manager.

A standard DOT approved alcohol testing form must be used by all testing facilities. The form used for non-DOT tests will contain the same information and procedures as the DOT form.

Section 4.13 Specimen Testing Procedures

The Employer agrees to implement a "Specimen Testing Checklist." The checklist, approved by the UPS/IBT Safety and Health Committee, is to be used with the affected employees at the testing site by the person performing the testing for the Employer.

The checklist is to be used at all locations, but it is understood that failure to use or the refusal to use the checklist does not invalidate a properly conducted alcohol testing procedure. Nor does it prohibit an employee's recourse to the collective bargaining agreement and/or the grievance procedure.

Procedures for alcohol testing will follow Department of Transportation guidelines to ensure an individual's privacy.

No unauthorized personnel will be allowed in any area of the testing site. Only one (1) alcohol testing procedure will be conducted at a time.

The employee will provide his or her specimen in a location that allows for privacy. The Employer agrees to recognize all employees' rights to privacy while being subjected to the testing process at all times and at all testing sites. Further the Employer agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to insure that the entire process does nothing to demean, embarrass or offend the employees unnecessarily. Testing will be under the direct observation of a BAT. All procedures shall be conducted in a professional, discreet and objective manner. Direct observation will be necessary in all cases.

The employee shall provide an adequate amount of breath for the EBT device. If the individual is unable to provide a sufficient amount of breath, the BAT shall direct the individual to again attempt to provide a complete sample. If the employee fails for any reason to provide the requisite amount of breath, the BAT shall contact the District Safety and Health manager or Human Resources manager.

If an employee is unsuccessful in providing the requisite amount of breath, the Employer then must have the employee obtain, within

five (5) business days, an evaluation from a licensed physician chosen by the Employer who has the expertise in the medical issues concerning the employee's medical ability to provide an adequate amount of breath. If the physician determines that a medical condition has, or with a high degree of probability, could have precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath will not be deemed a refusal to take the test.

If the physician is unable to make a determination that the employee was medically unable to provide a sufficient amount of breath, the employee will be regarded as refusing to take the test.

The BAT shall document any unusual behavior or appearance on the alcohol testing form.

Section 4.14 Substance Abuse Professional (SAP)

Each Substance Abuse Professional (SAP) must be a licensed Doctor of Medicine or Osteopathy, or a licensed or certified psychologist, social worker, employee assistance professional, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders and be knowledgeable of the SAP function as it relates to Employer interest in safety-sensitive functions and applicable DOT agency regulations. In addition, the SAP shall keep current on applicable DOT agency regulations and comply with the DOT qualification training and continuing education requirements.

The SAP is responsible for performing the following functions:

1. Conducting the initial face-to-face clinical assessment and evaluation to determine what assistance is needed by the employee to solve problems associated with alcohol and/or drug use;

2. Referring the employee to an appropriate education and/or treatment program;

3. Conducting a face-to-face follow-up evaluation to determine if the employee has actively participated in the education and/or treatment program and has demonstrated successful compliance with the initial assessment and evaluation recommendations;

4. Providing the Employer with a follow-up drug and/or alcohol testing plan for the employee;

5. Providing the employee and employer with recommendations for continuing education and/or treatment.

Section 4.15 Record Retention

The Employer shall maintain records in a secure manner, so that disclosure of information to unauthorized persons does not occur.

Each Employer or its agent is required to maintain the following records for two (2) years:

1. Records of the inspection and maintenance of each EBT used in employee testing;

2. Documentation of the Employer's compliance with the Quality Assurance Plan (QAP) for each EBT it uses for alcohol testing;

3. Records of the training and proficiency testing of each BAT used in employee testing; and

4. Any required log books.

The Employer or its agent must maintain for two (2) years records pertaining to the calibration of each EBT used in alcohol testing, including records of the results of external calibration checks.

Section 4.16 Release of Alcohol Testing Information

The Breath Alcohol Technician (BAT) shall inform the employee before testing that the Employer will be notified if the confirmatory test is greater than 0.02, since the employee will be removed from

service and considered medically unqualified to drive under DOT agency rules and regulations.

When a grievance is filed as a result of a positive test the Employer shall obtain records relating to the alcohol test. Upon receiving the records, the Employer shall provide copies to the appropriate official of the Union, by the end of the following business day after receiving the documents from the laboratory or the MRO, as applicable, provided that the employee has executed written consent authorizing release to the Union, a copy of which must be provided to the Employer.

Section 4.17 Paid for Time

Testing—the employee will be paid their regular straight time hourly rate of pay in the following manner:

1. For all time at the testing site.

2. (a) If the testing site is reasonably en route between the employee's home and the center, and the employee is going to or from work, pay for travel time one way between the center and the testing site or the testing site to the center; or

(b) For travel time both ways between the center and the testing site only if the testing site is not reasonably en route between the employee's home and the employee's center.

When an employee is on the clock and a random alcohol test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee shall be paid time and one-half (1-1/2) for all time past the eight (8) hours.

Provisions in Supplements, Riders and Addenda that are superior shall prevail.

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

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

Article 37

1. Grievances not resolved by the Local or Area grievance procedure 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 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 for any subsequent grievance(s). Failure of the management person to appear, absent a legitimate excuse, shall result in a negative inference.

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

An employee who desires to be relieved from overtime on a particular day must make a written request 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 a two (2) 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 two (2) 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.

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.

(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), the following language shall apply, except for the period from November 15th through January 15th of the following year:

Employees within the full-time driver classification shall be eligible for the protection of this Section provided: (1) the employee

covers a route for a full week; (2) the employee bids or is assigned to cover a route for a full week but is prevented from completing that bid or assignment due to reassignment by the Employer; or (3) an employee with four (4) years of seniority as a full-time package driver.

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

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 the list at any time, with one week's notice to the Employer.

If a driver is paid a penalty under this subsection more than four (4) times in a calendar year 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) cannot 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.

(d) No employee shall be disciplined for exceeding personal time based on data received from the DIAD/IVIS or other information technology.

Section 2.

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

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. 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 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.

ARTICLE 38. CHANGE OF OPERATIONS

Section 1.

(a) The Employer agrees that prior to any change in its operation that will result in a change of domicile and/or possible layoff of seniority employees, it shall notify the affected Local Union(s) in writing with the specific details and information then available and then meet jointly with them to inform them of the proposed changes and to resolve questions raised in connection with the proposed change. The information will be provided at least seven (7) days

prior to the meeting. During this joint meeting the Employer and the Union shall reduce to writing all agreed upon issues and both parties shall sign the written document in acknowledgement of such agreement. The parties shall also reduce to writing all unresolved issues, if any, and they shall be referred directly to the appropriate Regional Change of Operations Committee. This meeting shall be completed where practical at least forty-five (45) days prior to the proposed change. The change may not be implemented until the forty-five (45) days' notice is provided and the meeting is completed unless the operational change is dictated by emergency conditions. The Union shall not unreasonably delay the scheduling or completion of the requested meeting. Any unresolved issues reflected in Section (c) below, which have been reduced to writing, will be resolved pursuant to that Section.

(b) Any agreed to change of operations reached by the Local Union(s) and the Employer shall be reduced to writing and filed with the Joint National Change of Operations Committee. It is understood that a regional area representative of the affected region(s) shall sit on the Joint National Change of Operations Committee.

(c) A Joint Change of Operations Committee will be established in each Regional area and will resolve issues arising out of the proposed change of operations. The Committee will resolve issues involving seniority application, health and welfare, and pension coverage and layoff questions for employees who are involved in the change. All affected parties will convene and attend the Regional Joint Change of Operations Committee meeting prior to the scheduled implementation date to resolve these issues.

If the Regional Joint Change of Operations Committee is unable to resolve the issues, such issues shall be referred to the Joint National Change of Operations Committee for resolution. If the issues reflected in this Section are not resolved by the Joint National Change of Operations Committee, they shall be submitted to an expedited arbitration using the arbitrators on the National Panel for that area.

The Committee which decides the issues, as described above, shall retain jurisdiction for a period of twelve (12) months following the

change of operations decision. The decision of the Committee shall be final and binding.

Unless specifically covered in individual Supplements, Riders or Addenda, the following shall apply:

1. 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.

2. Whenever a center or hub is partially closed and the work of package drivers and all other regular employees, part-time and full-time, excluding feeder drivers, 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 employee in their respective classifications. If any of the employees whose work is transferred elects not to follow his/her work, then he or she shall have the same rights as the remaining employees on the seniority list from which the work was transferred to bid the work being transferred. Those employees who follow the work shall have their seniority dovetailed in the new center.

3. In a Change of Operations affecting feeder drivers, the following language will apply: Whenever a center is partially closed and the feeder work is transferred to or absorbed by another center, all feeder drivers, in seniority order, will have the option of following the available work and have their seniority dovetailed in the new center or be allowed to exercise their seniority in their present center, and take whatever jobs become open as a result of other employees following the work or taking a layoff. If a senior feeder driver elects to take a job which has been transferred out, the displaced employee(s) will fill the vacated job(s) by seniority until the next bid.

(d) The language contained in Section 1(a) shall be applicable to the Employer's implementation of "satellite" facilities, provided, however: (1) the issues subject to discussion shall not be limited by

paragraph (c) of this Section and, (2) in the event the issues cannot be resolved by the Employer and the Local Union, or, subsequently, in accordance with the established local area practice, the open issues may be referred to the Vice-President of Labor Relations and the Parcel and Small Package Division Director, or their designees. If no resolution is reached, all outstanding disputes shall be submitted to an expedited arbitration to determine if the Employer has violated any provisions of this Section or if the change will result in a violation of any other provision of the collective bargaining agreement. The expedited arbitration will be handled by one of the arbitrators on the National Panel for that area.

Section 2.

As a result of the Employer moving an operation more than seventy-five (75) miles, all full-time employees in accordance with classification seniority who choose to move, will have their moving expenses paid.

The expense shall include the reasonable cost of packing and the moving of household goods or house-trailer including dismounting and mounting. The employee(s) who transfer will have one (1) year from the date of the change to move.

(a) Employee(s) who are transferred out of their original area where they are covered by a Teamster Pension Trust Fund into the jurisdiction of another pension trust fund, such employee(s) shall remain in their original pension trust fund.

The Employer agrees to pay the required pension contributions to the employee(s) original pension trust fund as set forth in the trust agreement, provided there is no conflict with any collective bargaining agreement and/or trust agreement.

ARTICLE 39. TRAILER REPAIR SHOP

Trailer repair facilities are intended to be a separate and distinct operation from the normal UPS automotive department.

Article 39

It is understood by the parties that the creation of trailer repair facilities and their locations shall be at the discretion of the Company.

Section 1. Recognition

By execution of this Agreement, the Employer acknowledges and agrees that employees employed in the classifications listed below. In this Article shall be considered bargaining unit employees for all intents and purposes and be covered by and included in Article 3 Recognition, Union Shop and Checkoff, and additionally, such employees shall become a part of the National Single Bargaining Unit as set forth in this Agreement, unless otherwise provided by law.

Section 2. Employee Classifications

Trailer Repair Employee

Utility Employee Full-time and Part-time

A Trailer Repair employee is a person hired to maintain, rebuild or repair equipment, in a Trailer Shop.

Section 3. Wage Rates By Classification

Trailer Repair Employee

The starting wage rate of a trailer repair employee will be eighty-five percent (85%) of the Top rate of the UPS automotive journeyman mechanic in the area where the trailer repair shop is located. A new trailer repair employee will start at one dollar ($1.00) per hour less than the above mentioned rate and will receive a twenty-five cent ($.25) per hour increase when gaining seniority, an additional twenty-five cents ($.25) per hour after sixty (60) working days, and an additional twenty-five cents ($.25) per hour after ninety (90) working days and the final twenty-five cents ($.25) per hour at the end of one hundred and twenty (120) working days. After completing the above progression all trailer repair employees will receive the annual GWI.

Utility Employee. Full-time and Part-time

The starting rate of pay for utility employees will be eighty percent (80%) of the Top rate of the trailer repair employee in the area where the trailer repair shop is located. A new utility employee, full-time or part-time, will start at fifty cents ($.50) per hour less than the above-mentioned rate and will receive a twenty-five cent ($.25) per hour increase when gaining seniority and an additional twenty-five cents ($.25) per hour after six (6) months of employment. After completing the above progression all utility employees will receive the annual GWI.

Section 4. Health and Welfare

All trailer repair shop employees shall be covered under the health and welfare plan in effect in the Area Supplemental Agreement, Rider or Addendum consistent with Article 34 of the Agreement.

Section 5. Pension

The Employer shall make pension contributions to the fund designated by the Local Union in the same amounts negotiated and provided for in the Supplemental Agreement, Rider or Addendum in effect in that area consistent with Article 34 of the Agreement.

Section 6. Seniority

The provisions of Seniority in this Article do not supersede any seniority provisions in Local Supplements, Riders, Addenda or elsewhere in this Master Agreement unless mutually agreed.

(a) Classification Seniority shall prevail when unscheduled work is available. Unscheduled work can include but is not limited to 6th and 7th day work as well as holiday work. The employee requesting such work must have adequate hours available to perform the work, and must be qualified to do the work.

(b) In the event of a lay-off, the least senior employee in the classification shall be laid off first. Recall shall be in reverse order of seniority.

Any Trailer Repair employee who is laid off at least five (5) consecutive days shall have the right to displace any junior employee in

the Trailer Shop provided he/she is qualified to perform the work of the employee he or she has displaced.

The employee shall receive the appropriate rate of pay for the job being performed.

(c) Trailer shop employees will be given the opportunity to select start times by seniority on an annual basis, provided they are qualified to perform the work.

Employees shall have classification seniority within the trailer repair facility only and shall have the right to exercise the same as set forth in the Area Supplement, Rider, or Addendum. Modifications or changes to area practices concerning the application of seniority may be made by mutual agreement between the Local Union and the Employer and shall be a subject for negotiations. All changes or modifications must be approved by the National Negotiating Committee prior to implementation.

Section 7. General

All other terms and conditions of employment shall be negotiated between the Local Union and Employer and presented to the National Negotiating Committee for approval and set forth in local area trailer repair shop Riders or Addenda.

In areas where current trailer repair employees are part of a Local area or Supplemental Mechanics Agreement those employees shall remain covered by their current Agreement. In areas where the Employer elects to build or open a separate Trailer Repair Facility, unresolved issues of the newly affected employees will be referred to the National Committee for resolution.

Section 8. Movement of Equipment

It is agreed that all movement of equipment to and from the trailer repair shop may be assigned to a qualified trailer repair shop employee and shall be paid at his/her classification rate.

Section 9. Amendments

Any alterations, changes, additions or deletions to this Article must be presented to the National Negotiating Committee for approval prior to being placed into effect.

Section 10. Paint and Body Facilities

In the event paint and body facilities are created to perform repair work on feeder and package car equipment, the above Article and Sections shall apply.

Section 11. Training Program

A utility employee shall have a one-hundred-twenty (120) day training program to qualify as a trailer repair person when filling an opening. The trainee shall maintain his/her current rate of pay for the one-hundred-twenty (120) day period. Should he/she qualify, he/she will go to the starting rate of a trailer repair person. Should an employee fail to qualify as a repair person said employee will return to his or her previous position. A trainee shall remain on the vacation schedule of his/her previous position. No employee shall be subject to a pay decrease as a result of this language.

This qualification will be limited to one (1) per lifetime of this Agreement. Qualification is to be determined by the Company.

Section 12.

All language in Article 39 is based on an employee being qualified to perform the work.

Section 13. Trailer Conditioners, Inc.

(1) The Agreement between Southern Region of Teamsters and Trailer Conditioners, Inc. ("TCI Agreement") became a supplement to the National Master United Parcel Service Agreement (NMA) in 2007. Article 1, Section 2 and Article 2, Section 1 shall apply to the job classifications described in Article 1 of the TCI Agreement. No other provision of the existing or any future NMA shall apply to the employees covered by the TCI Agreement except as provided in

Article 39

Paragraph 3 below or as otherwise mutually agreed in writing by the parties.

(2) The TCI Agreement became a Supplement to the NMA upon ratification of the 2007 Agreement. This Supplement shall remain in full force and effect for the duration of this NMA. This Supplement to the successor NMA will be subject to cancellation or termination on July 31, 2023 provided that the notice provisions of the NMA are followed.

(3) Full-Time employees of Trailer Conditioners, Inc. (TCI) who were participants in the Central States Southeast and Southwest Areas Pension Fund (CS Plan) as of December 26, 2007, and all future full-time employees who would have been covered by the CS Plan absent this agreement, shall be covered by the UPS/IBT Full-Time Pension Fund as set forth in Article 34, Section 1(l) of the National Master Agreement (effective January 1, 2008) and the related Plan Documents and Trust Agreement except the benefit formula set forth in Article 34, Section 1 (l)(2) and (l)(6). The benefit formula and monthly benefit for TCI employees will continue at the level set forth in the TCI Agreement. As of December 26, 2007, TCI ceased 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. The provisions of Article 21, Section 1 of the TCI Agreement became null and void upon ratification of the 2007 Agreement.

(4) All provisions in the TCI agreement shall remain in effect through July 31, 2023.

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 holidays.

(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. 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 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 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.

(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 three (3) hour daily guarantee. They shall receive overtime pay for hours worked in ex-

cess of eight (8) 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 four (4) hours. 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 layoff 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 eight (8) 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 eight (8) 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.

(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.

(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. Package car drivers who work on a holiday may make a written request for 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.

(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 straight-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 three (3) 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 three (3) 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 workweek for air hub and gateway employees shall consist of any five (5) days in a seven (7) day period.

(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 three (3) 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.

(c) Holidays

(1) When it is necessary to operate an air hub and gateway operation on a holiday, those employees worked will be paid overtime 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 day the holiday is nationally observed.

(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 ap-

propriate 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.

(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.

Article 40

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

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:

Start	$15.00
Twelve (12) months	$16.00
Twenty-four (24) months	$17.00
Thirty-six (36) months	$21.00
Forty-eight (48) months	Top Rate

(l) 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:

Start	$17.00
Twelve (12) months	$18.00
Twenty-four (24) months	$19.00
Thirty-six (36) months	$23.00
Forty-eight (48) months	Top Rate

Article 40

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 the appropriate full-time air rate for air driver work and 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, 2018 will receive the following general wage increases for each contract year. The total wage increase for the year will be as follows:

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

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

Article 41

They will be paid no less than what they are entitled to in accordance with Article 41, Section 2 below.

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 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 shall be as follows:

Start	21.00
Twelve (12) months	23.00
Twenty-four (24) months	24.00
Thirty-six (36) months	28.75
Forty-eight (48) months	Top Rate

Part-time employees on the payroll as of July 31, 2018 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 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 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.

Start	$16.00
Twelve (12) months	$17.00
Twenty-four (24) months	$18.00
Thirty-six (36) months	$21.00
Forty-eight (48) months	Top Rate

Article 41

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

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.

Section 5. Full-time UPS CSI TCI and Challenge Air Cargo Employees

Full-time UPS CSI, TCI and Challenge Air Cargo employees shall receive the general wage increase on the dates set forth in Article 41, Section 1.

Section 6. Mechanic Progression

The progression for employees entering a mechanic job after August 1, 2018 shall be as follows:

Current Top Rate	
Start:	85%
Twelve (12) months	90%
Twenty-Four (24) months	Top rate

Mechanics in progression on August 1, 2018 shall be slotted into the above progression.

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.

ARTICLE 43. PREMIUM SERVICES

Section 1. Job Protection

From time to time, the Employer must offer special new premium services to its customers in order to protect existing jobs and further the mutual goal of increasing the number of bargaining unit jobs. The Employer shall utilize bargaining unit employees to perform the feeder movement work of such new premium services, which work shall be considered to be bargaining unit work. The provisions of this Article shall also apply to all packages moved by airplane and to the Employer's "city pairs" service, where it is necessary for the Employer to implement the service to meet its competition. No feeder driver will be laid off or displaced from a feeder classification as a direct result of any provision in this Article.

In implementing such new premium services, the Employer shall utilize the following options to complete the ground movement of the customers' packages in the following order:

(1) If the Employer's existing feeder network can meet the Employer's time and service needs, that network will be used first.

(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, 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 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.

(3) If the Employer cannot accommodate its time and service needs under (1) and (2) above, the Employer shall have the right to propose the use of bargaining unit sleeper teams to the Local Unions and the Joint Premium Service Review Committee as set forth in Section 4 below. The wages and other economic terms of employment for such sleeper teams shall be as set forth below.

Section 2. Sleeper Team Operations

The Employer may use subcontractors for new custom contracts for reasonable start-up periods. In no event shall such start-up period exceed thirty (30) days.

(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. 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) outbound miles and one thousand one hundred (1,100) miles round trip. All bids and cover drivers will receive reasonable time off at their home center. Every team driver shall be guaranteed at least forty (40) hours of pay per week.

(2) Driver Team

Once driver teams are established it is understood that they are not to be separated unless mutually agreed to by the Employer, the Local

Union, and the driver team involved, except in case of emergency or reduction in force. Only two (2) drivers shall be permitted in sleeper cab equipment at any one (1) time except in case of emergency, an Act of God, or where a new type of equipment is put into operation.

(3) Furnished Transportation and Lodging

Comfortable, sanitary lodging shall be furnished by the Employer in all cases where an employee is required to take a rest period away from his home center. Air-conditioned hotel rooms shall be furnished. Hotel rooms shall be equipped with blinds or draperies or be suitably darkened during daylight hours. There shall be no bunk beds or double beds and both drivers shall be entitled to a room. All team driver lodging must be maintained on the basis of one (1) driver per room.

Under unusual circumstances in which the Employer is unable to furnish satisfactory lodging, the employee shall be paid fifty dollars ($50.00) for each rest period; except where accommodation is unavailable at such figure and it is necessary for the driver to pay in excess of fifty dollars ($50.00), he shall receive reimbursement of the actual cost of the room.

The Employer shall furnish transportation to and from the nearest public transportation, when there is unreasonable delay, at an away-from-home center, provided there is no public transportation available in the near vicinity and provided further that this provision shall not apply where the driver is allowed to use company equipment for transportation.

All time waiting for motel/hotel furnished transportation and/or waiting for a sleeping room to be made available will be paid at the hourly rate of pay.

(4) Safety and Health Committee

The parties will maintain a safe and healthy working environment in sleeper operations. The parties agree to establish a committee composed of four (4) members each to review the comfort and/or

safety aspects of sleeper berths pertaining to ride. Such committee shall meet by mutual agreement of the Co-chairmen as to time and place. The committee shall confer with appropriate representatives of equipment manufacturers and/or other experts on this subject as may be available. The intent of the committee is to identify any problems with the comfort and/or safety aspects of sleeper berths pertaining to ride that may exist, and through its deliberations with the manufacturers and/or other experts, develop ways and means to correct such situations. Any disputes will be referred to the Joint Premium Service Review Committee.

(5) Sleeper Equipment

Newly purchased equipment will meet the following specifications:

(a) Minimum interior dimensions of the sleeper berths shall be:

Length—79/80 inches;
Width—36 inches; and
Height—24 inches.

It is understood that a "manufacturing tolerance of error" of one inch (1") is permissible, provided the original specifications were in conformity with the above recommended dimensions.

(b) Sleeper berths shall be equipped with individual heat and air conditioning controls and units. 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.

(c) Bunk restraint strap/net buckles on sleeper equipment shall be mounted on the entrance side of the sleeper berth.

(d) Sleeper equipment shall be equipped with a power window on the passenger's side of the cab that is operable from the driver's side of the cab.

(6) Subsistence Allowance

Each employee shall be allowed road expenses in the amount of thirty-five ($35.00) for each one thousand (1000) miles traveled.

(7) Delay Time

Article 43

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.

(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.

(9) Layover Pay

In the event a driver is required to take a rest period during any one (1) round trip away from his home center, the driver shall be compensated at his regular hourly rate of pay for all hours after the first eight (8) hours of the layover.

(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 Microsoft Streets and Trips mapping or similar successor software.

(11) All employees entering after August 1, 2018, 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:

	Single	Double	Triple
Start	.5816	.5939	.6062
Twelve (12) Months	.6203	.6335	.6466
Twenty-Four (24) Months	.6591	.6731	.6871
Thirty-Six (36) Months	.6979	.7127	.7275
Forty-Eight (48) Months	TOP RATE		

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.

(12) Hourly work performed at the beginning or end of a mileage run shall be paid at the applicable hourly feeder one and one-half (1 1/2) rate of pay or the applicable premium rate of pay in the driver's Supplemental Agreement.

(13) All tractors shall have PrePass technology installed as soon as practicable, and it shall be maintained in proper working order.

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 2018	0.8442	0.8626	0.8810
August 2019	0.8613	0.8800	0.8988
August 2020	0.8796	0.8987	0.9179
August 2021	0.9001	0.9196	0.9393
August 2022	0.9229	0.9429	0.9631

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.

Article 43

In the event the Employer proposes to implement either a mileage layover run or sleeper team run in accordance with the provisions of Section 1 above, the run must first be reviewed and approved by the affected Local Union(s). Such approval shall not be unreasonably denied. After approval by the Local Union(s), the accommodation shall be submitted to the Joint Premium Service

Review Committee for review. The Employer may also submit the accommodation to the Committee for review in the event approval is denied by the Local Union(s). No such accommodation shall be implemented without the approval of the Parcel & Small Package Division Director or the General President's designee. Approval shall not be unreasonably denied.

The Committee shall also review the Employer's compliance with the provisions of this Article and shall report and recommend improvements or alterations in the implementation and operation of premium service and sleeper team drivers.

ARTICLE 44. OVER 70 POUND SERVICE PACKAGE HANDLING

The parties agree that the health and safety of the employees are of the utmost importance. The Employer agrees that UPS management will not insist that any unsafe action be undertaken and the Union agrees to encourage its members to cooperate in effectuating the handling, pick-up and delivery of parcels without exposing themselves to safety hazards.

Section 1. On Area Package Handling

No employee shall be required to handle any over 70 pound packages alone if it is the employee's good faith belief that such handling would be a safety hazard to herself or himself. In such cases, the Employer shall provide whichever of the following is requested in good faith by the employee in handling over 70 pound packages:

1. Another bargaining unit employee for assistance, or

2. Appropriate lifting/handling devices, or

3. Another bargaining unit employee and an appropriate lifting/handling device for handling, pick-up or delivery circumstances that require both bargaining unit help and an appropriate lifting/handling device.

4. Smalls bags over 70 pounds will be handled in accordance with 1 through 3 above. When discovered in the small sort the bag will be split into two bags.

In all such instances involving package car 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. 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.

No employee will be required to solicit or accept customer assistance if it is the employee's good faith belief that the customer is not qualified to help or that such assistance would be a safety hazard to themselves or the customer.

All new and existing employees who handle packages shall be provided with periodic training in the recognition and proper handling of over 70 pound packages.

Items 1 and 2 above will also apply to automotive mechanics when handling equipment over 70 pounds.

Section 2. Package Identification

The Employer agrees that it will periodically instruct its customers to place at least one (1) over 70 pound label on all such packages shipped, enter the weight of the package on the label and notify the

pick-up driver of the over 70 pound packages to be picked up. The driver shall complete and affix as many additional over 70 pound labels and/or identifying tape as is reasonably necessary to provide proper visual identification of the package for safe movement through the system. The label and tape shall be of bright contrasting colors. No package will move through the system without enough tape clearly visible from all sides identifying the package as over seventy (70) pounds.

The Employer shall contact and work with customers who do not have identifying weights on all packages. This will include incompatible and overweight packages.

Section 3. Inside Package Handling Procedures

For the purpose of inside handling, all over 70 pound packages shall be considered to be irregular shipments and will not be co-mingled with under 70 pound regular packages. No over 70 pound packages will be placed onto the belt, box line or slide systems used for under 70 pound package operations, except as provided in the Employer's standard irregular handling practices and in accordance with safe packages handling procedures.

Where over 70 pound packages are moved by belt, box line or slide system, such packages will be handled by two (2) bargaining unit employees and/or the use of appropriate lifting/handling devices when requested in good faith by the employee.

No over 70 pound package shall be loaded below the flaps of a drop frame trailer or stacked taller than waist high.

Packages over 150 pounds shall not be picked up. However, if such a package is discovered in the UPS system, the package shall not be handled by a bargaining unit employee unless such package can be reasonably broken down into packages which do not exceed 70 pounds.

The parties recognize that it may be necessary to consider new methods and new equipment to handle over 70 pound packages. If either the Union or the Employer believes it is necessary to imple-

ment changes in the over 70 pound handling procedures or equipment, including any change in labeling, or if the Employer believes it is necessary to increase the current weight limit or the current limits on package dimensions, it may request a review of such changes. The Employer shall negotiate and reach agreement with the Union before any change is implemented. Neither party shall unreasonably withhold agreement.

If the parties are unable to reach an agreement, a grievance claiming that agreement was unreasonably withheld may be filed by either party directly with the National Safety and Health Grievance Committee in accordance with the provisions of Article 18, Section 20.2.

ARTICLE 45. DURATION

Section 1.

This Agreement shall be in full force and effect from August 1, 2018 to and including July 31, 2023 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, 2023 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, 2018 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.

Article 45

Section 4.

In the event of an inadvertent failure by either party to give notice set forth in Sections 1 and 2 of the Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____ day of _____, 2018 to be effective as of ratification of this Agreement except as to those areas where it has been otherwise agreed between the parties:

IN WITNESS WHEREOF the undersigned do duly execute the NATIONAL MASTER UNITED PARCEL SERVICE AGREEMENT and Supplemental Agreements, Riders and/or Addenda.

For the Employees: For the Employer:

_____ _____

Memorandum of Understanding

Teamsters United Parcel Service Negotiating Committee (Union) and United Parcel Service, Inc. agree that pursuant to the last paragraph of Article 34, Section 1 (a), the maximum amount of a general wage increase that will be re-allocated to a pension contribution is thirty-five cents ($0.35). The parties will not implement any reallocation of GWI to pension contributions in excess of thirty-five cents ($0.35) without mutual agreement by the parties and subject to it being ratified by the affected employees.

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 sub-

ject 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.

Memorandum of Understanding

United Parcel Service Inc. (UPS) and the Teamsters UPS National Negotiating Committee (Union) agree to the following in connection with the former Teamster-represented UPS employees who are in a retired status as of December 31, 2013 and receiving retiree medical coverage through a UPS sponsored plan:

1) Retirees in UPS sponsored plans (pre-and post-65) will have the following contribution rates:

Effective 1-1-2014:

Single-fifty dollars ($50.00)/retiree plus-one hundred dollars ($100.00)

Effective 1-1-2015:

Single-one hundred dollars ($100.00)/retiree plus-two hundred dollars ($200.00)

Effective 1-1-2016:

Single-one hundred and fifty ($150.00)/retiree plus-three hundred dollars ($300.00)

2) Effective January 1, 2014 all current retiree medical plans will be modified to provide an 80/20 benefit in network; 70/30 benefit out-of-network, and an annual deductible of $200/$400.

3) This Agreement will be applied to retirees covered by the Health Care Program and formerly represented by Teamster Locals 118, 182, 294, 317, 449, 529, 264A, 687 and 693 in accordance with the Memorandum of Understanding between the parties identified in this paragraph dated October 22, 2010.

4) Nothing within this paragraph is intended to alter UPS rights with regard to the retiree plans as specified in the associated Summary Plan Description.

Memorandum of Understanding
National Master Negotiations

The parties agree that a package car driver requesting a fan in the cab of their vehicle shall make such request through the local Safety and Health Committee for approval. Any disputes over installation of a fan shall be referred directly to the Co-Chairs of the National Safety and Health Committee for resolution. Such request will not unreasonably be denied.

LETTER OF AGREEMENT

United Parcel Service Inc. ("UPS" or "Company") and the Teamsters National UPS Negotiating Committee (Union) agree to the following in connection with the implementation of Article 34 of the 2018-2023 National Master UPS Agreement (NMA):

The hourly increase in full-time contribution for TeamCare set forth in Article 34 for 2018, 2019 and 2020 shall be forty-two cents ($0.42); forty-three cents ($0.43); and forty-five cents ($0.45), instead of fifty cents ($0.50) if TeamCare does not adjust its dental, life insurance and short-term disability benefits for full-time employees in the C6 Plan to match these benefits in TeamCare. This adjustment shall be applied on the effective date of the NMA.

FOR THE EMPLOYEES:

Teamsters National United Parcel Service Negotiating Committee

James P. Hoffa, Chair
Denis J. Taylor, Co-Chair

Keith Biddle
Kenny Boggs
Ted Bunstine
Lamont Byrd
David Castro
Bob Cherney
Pat Darrow
Enjoli DeGrasse
Luke Farley
Leah Ford
Alan Frisbee
Jim Gookins
Brian Hammond
Ron Herrera
Perry Hogan
Clay Jeffries
Jim Larson
Greg Lowran
Grant Maertz
Michael McGaha
Rick Middleton
Danny Montalvo
Pete Nunez
Frank Perkins
Jay Phillips
Rob Reddix
Edward Rooney
Paul Saliani
Johnny Sawyer
Karla Schumann
John Shorts
Sam Stewart
Tommy Blitsch
Randy Brown
Mike Butler
Randy Cammack
Steve Candler
Pat Connors
Mark Davison
Chris Eltzholtz
Kevin Foley
Scott Ford
Abel Garcia
Duane Grove
George Harrigan
Rick Hicks
Spencer Hogue
Thor Johnson
Trevor Lawrence
Dave Lucas
Andy Marshall
Robert Mele
Brett Miller
Bill Morris
Sean O'Brien
Claudia Pettit
Thomas Quackenbush
Dennis Roberts
Alberto Ruiz
Paul Samson
Kevin Schmitt
Bill Shannahan
Carl Snodgrass
John Thompson

Chris Tongay
Steve Vairma
Eddie Villalta
Donnie West
Gary Witlen
James Wright
Brian Zodrow
Chris Toole
Chris Vaughn
Howard Wells
Chuck Whobrey
Ellis Wood
Greg Yerace
Josh Zivalich

Rank and File Notetakers:
Tim Marvel Local 355
Alex Moran Local 396

FOR THE EMPLOYER:

UPS
NEGOTIATING COMMITTEE

Allen D. Gudim – Chair

Mark Aaron
Sue Davis
Dennie Gandee
Dan Hoyer
Lindsay Marshall
Tony Coleman
Joey Henslee
Craig Holmes
Emily Johnson
Matt Hoffman
Tim Hoy
Matt Loughlin
Brian Person
Charles Schmidbauer
Marty Urquhart
Jim Wells
Murray Bourque
Eric Bringe
Mike Carnefix
Jim Dolan
Stokes Nelson
John Veentjer
Mike Clayton
Robert Cowie
Robert Eans
Dean Fragale
Gavin George
Steve Haney
Melinda Johnson
Matt Mueller
Robert Pina
Steve Radigan
Frank Williams
Chris Langan
Steve Brennan
Mark McElreath
Stephen Musson
Ryan Thibodeau
David Allen

UNITED PARCEL SERVICE

The Central Region of Teamsters

Supplemental Agreement

For the Period August 1, 2018 through July 31, 2023

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 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 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 seniority shall revert back to the first (1st) day of his/her 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

The Employer agrees that the function of supervisors is the supervision of employees and not the performance of the work of the employees they supervise.

Accordingly, the parties agree that supervisors will not perform the work of the parties they supervise except during training, demonstration and safety education. The Employer will have the right to monitor and inspect the employees' work.

The training of new employees or unqualified employees: the immediate area shall mean the entire assigned work area (a preload work area means the number of cars a qualified employee would be loading). However, in cross training and/or training of a previously qualified employee the supervisor must train beside the hourly employee. This supervisor shall not perform bargaining unit work at the same time as the previously qualified employee.

It is understood that after making all reasonable efforts to use bargaining unit employees to perform bargaining unit work, the Employer may use any other temporary means of covering this work with UPS personnel.

Not more than one (1) member of management will ride with a driver at any time except for the purpose of training management personnel.

On days where there is more than one (1) management employee on the car, that day will not be used for disciplinary purposes.

Any claimed abuses of this Article by the Local Union shall result in a meeting between the Local Union, District Manager, Labor Relations Manager and Center Manager to resolve the

problem. If a settlement cannot be reached, the matter will be referred to the Joint Area Committee for resolution. This paragraph is not meant to bypass the normal grievance procedure for violations of this Article.

ARTICLE 2-RESIGNATION

When an employee notifies the Employer that he/she would like to resign, the Employer shall immediately notify the employee in writing of his/her right to have a steward present. Unless an employee waives his/her 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 shall sign the approved resignation or Quit Statement.

ARTICLE 3-SENIORITY

Section 1

Each local union is given the option of accepting the seniority as contained in this Supplemental Agreement or of continuing the present seniority provisions in each local union Rider. This option may be exercised at any time during the life of this Agreement.

Where a local union has elected to retain its local seniority practices, such practices shall be reduced to writing with any mutually agreed to changes. If an agreement cannot be reached within ninety (90) days, the matter shall be referred to the Joint Area Committee (JAC) for resolution.

Section 2

Seniority shall be measured by length of continuous service with the Employer and shall be on a center seniority basis for layoff purposes and shall be applied in a manner as hereinafter outlined. Where more than one (1) center exists in a building, it will be considered one (1) center for layoff purposes. When more than one (1) center exists in a building and the practice of one (1) seniority list exists, that practice shall be continued. If there are difficulties in the application that cannot be worked out by local management and the local union involved, the problem may be submitted to the Joint Area Committee for disposition.

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 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 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 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 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 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 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 may, on the following Monday, exercise his/her 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 is qualified to perform the job of such junior employee. It is the employee's responsibility to notify the Company of his/her intentions on the previous Friday. His/Her seniority shall be dovetailed at such center and he/she 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 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 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 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 performs, or the rate of pay per Article 41, Section 3, which ever 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 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 right to displace a part-time employee, he/she 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 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. 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

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 shall have the right to follow whichever portion of his/her bid area he/she desires or he/she 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 on his/her 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 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 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.

Preferred jobs 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 name to an intent sheet for a sorter or pre-loader vacancy must first be pre-qualified for that sort or preload 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 preload 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 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 designee, and the UPS Vice President party to this Agreement, or his/her designee, to resolve the matter.

Section 12 -Part-time Employees Layoff

When it becomes necessary to reduce the work force in a part-time operation, or sort, the part-time employee(s) with the least seniority performing the work to be reduced shall be laid off first.

Those part-time employees laid off or permanently displaced may exercise their seniority and elect to take the work of the most junior part-time employee(s) performing work for which they are qualified on that sort or in their part-time operation.

In the event part-time employee(s) are laid off in excess of one (1) week, said part-time employee(s) shall have the right to exercise their seniority and displace the most junior part-time employee performing work for which they are qualified on any other sort or part-time operation in the building.

Recalls and restoration of force shall be in reverse order of layoff.

When an entire sort or part-time operation is planned to be discontinued for a week or more, those part-time employees shall have the right to displace the most junior part-time employee performing work for which they are qualified on any other sort or part-time operation in their building.

If the sort is planned to be closed during their regular scheduled work week, the employee shall have the right to displace, in accordance with the above, on the second (2nd) day of such discontinuation.

If it's closed on the last day of the regular scheduled work week, they may displace on the first (1st) day of the upcoming work week.

These provisions will nullify the provisions of Article 12, Section 4 that deals with changes of start times.

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 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 center until his/her 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 job shall be entitled to displace any junior employee within the feeder classification. This displaced employee shall be entitled to exercise his/her 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 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 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.

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 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 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

The Employer in an emergency may ask a bid route driver to take another route. The Employer and the Union will cooperate to effectuate the efficient delivery of packages.

Section 16 -Extra Work

Seniority shall prevail for extra work and the work shall be assigned by seniority, within the classification and work area, to those who are qualified, present and available. Full-time combination employees will be offered extra work on their assigned shift using total company seniority.

When scheduling extra work on a holiday or special sort Qualified full-time combination employees will be offered extra work, within their sort, using total company seniority. It is understood that employees performing this work will be paid for the hours worked on these days at the applicable overtime rate provided they complete their bid work week.

Section 17

There shall be an annual bid for automotive mechanics and a separate annual bid for maintenance mechanics.

Section 18

Each local may elect to follow this procedure for cover driver work assignment or continue the practice that presently exists in their local union area.

Bid coverage drivers shall be used to fill absenteeism, vacations, employees' time off on disability or worker's compensation, overflow work and volume fluctuations.

The Employer shall determine how many coverage jobs are needed in each package center in a building. This number of bid coverage positions will not be less than thirty percent (30%) of package car drivers not holding a permanent bid area in that center. This provision is not intended to reduce the number of bid coverage positions. These coverage jobs and any non-bid areas that run on a regular basis will be offered to the non-bid guaranteed employees in seniority order, as described in Article 12, Section 1, of this Supplemental Agreement, within that center. This area will then become their permanent area or job. Any area or coverage job, as described above that has not been selected shall be assigned.

Coverage work that will be in existence for a full week shall be selected each Friday by the coverage drivers in seniority order in that center. In the event an employee elects work that will be in existence for more than one (1) week, they shall be required to perform that work for the duration of its existence.

When coverage work is not available on a weekly basis, cover drivers will work as directed.

Section 19 – Single Day Vacation Coverage Drivers

(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. 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. (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 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 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 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.

(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.

(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 designee, and the International Director of the Central Region of Teamsters, or his/her 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 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 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 uniform before reporting for duty and shall remove his/her uniform after being relieved from duty each day. It is agreed that the time spent in putting on and taking off his/her uniform shall not be paid for by the Employer.

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

Effective May 1, 1977, all tractor-feeder road equipment placed in service shall be equipped with air conditioning.

Effective April 29, 1981, all other tractor-feeder road equipment (except equipment manufactured in 1969 or before) used in the service of the Employer shall be equipped with air conditioning.

Any equipment that is put into service after August 1, 1990 that already has an air-conditioning unit, such units will not be removed. All air-conditioned equipment will be maintained in working order. It is understood that the Joint Committee may waive installation of air conditioning where climatic conditions or other standards exist.

ARTICLE 8-PAY PERIODS

Section 1

All regular employees covered by this Agreement shall be paid in full each week. No more than two (2) weeks' pay shall be held on an employee. In areas where only one (1) week is held, this practice shall continue unless otherwise mutually agreed.

Grievance settlements at any step of the grievance procedure shall be paid within five (5) days of the decision.

Section 2

Wages for properly selected vacations, in all instances, will be paid to the employees no later than the workday prior to their vacation. Other shortages or overages involving more than fifty dollars ($50.00) for full-time employees, and twenty-five dollars ($25.00) for part-time employees, will be corrected the next workday. All other errors will be corrected on the following paycheck. National Master Article 17 penalty language shall apply.

Section 3

The Employer will issue separate checks for grievance and back pay settlements. Paychecks shall be itemized in the following manner:

Federal tax, Social Security tax, state tax, city tax, advances, union dues, initiation fees, credit union, total hours worked, total cumulative income, and deductions. All checks shall be issued in sealed envelopes, if requested by the local union. The Employer will, within six (6) months, develop a means of informing employees of the number of hours worked in each different wage classification when the employees receive their paychecks.

A weekly summary of miles and hours shall be provided for mileage drivers.

Upon written request the Company shall provide a yearly statement which includes total hours worked and monthly units of service credits for employees covered by the UPS Pension and Retirement Plans.

ARTICLE 9-TIME SHEETS AND TIME CLOCKS

The Employer shall provide and require the employee to keep a time sheet or trip card showing the arrival and departure at centers or hubs and intermediate stops and cause and duration of all delays, time spent loading and unloading, and same shall be turned in at the end of each trip.

In all delivery operations, a daily time record shall be maintained by the Employer at its place of business. The Employer shall have time clocks at any and all center or hubs. Time cards will be made available at the same location daily.

Employees shall punch their own time cards. No employee shall punch another employee's time card.

In areas where technology has made time cards/time clocks obsolete, Article 12 of the National Master will apply.

ARTICLE 10-BREAKDOWN OR IMPASSABLE HIGHWAYS

In any instance of breakdown or impassable highway which prevents an employee from proceeding to his/her destination (or if instructed from returning to his/her center), the employee shall be paid for all time up to the time at which he/she arrives at a place of lodging or other suitable shelter. The employee shall be considered to be relived of duty until his/her 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 shall be paid for not less than his/her regular daily guarantee of eight (8) times the employee's regular hourly rate for each calendar day, so long as he/she is away from his/her 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 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 shall be paid one and one-half (1 1/2) times his/her 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 shall be considered a newly hired full-time employee, but shall retain his/her seniority for vacation weeks only.

Section 3

Part-time employees will work off the part-time employee seniority lists at each center. Seniority shall prevail for extra work and the work shall be assigned by seniority within the classification and work area to those who are qualified, present and available.

Part-time employees who exercise their seniority to perform extra work on another shift shall be assigned, by the Employer, in seniority order to perform extra work. It is understood these employees shall be paid the appropriate rate of pay for all hours which they perform such work.

Section 4

Part-time employees will not be permitted to do delivery driving, feeder driving, or tractor-trailer driving work. Part-time employees will be permitted to move vehicles other than tractor trailers within the confines of the Employer's property, only for the purpose of avoiding a delay in their work, except when drivers are available and not working. The movement of tractor-trailers in outlying centers shall be covered by past practice.

When part-time employees are used in the car wash classification, they will be permitted to drive equipment to and from the car wash. Where there are full-time employees or combination full-time employees in the car wash classification, part-time employees will not drive.

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. 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

All part-time employees shall be given a paid break of ten (10) minutes per shift or part-time operation. Breaks shall not be scheduled prior to one (1) hour of work being performed.

Part-time employees who work eight (8) hours or more on a single shift shall be given an additional paid break of ten (10) minutes.

Section 7

In hub operations, start times shall be offered by seniority to those employees within a respective work area and classification.

In Preload operations, having multiple starting times, when a starting time has been permanently vacated or a permanent new starting time created, the following procedure shall apply:

The vacated starting time shall be assigned to the senior employee in the classification and work area who is qualified and has indicated in writing a desire for a different starting time. The Company will fill the vacant starting time that results.

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 shall be compensated at the rate of time and one-half (1 1/2) his/her 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 regular starting time and in such event, he/she shall be paid at the rate of one and one-half (1 1/2) times his/her regular straight-time hourly rate for all hours worked before his/her 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 shall be compensated at his/her regular rate of pay. When an employee exercises his/her seniority in order to take a lower rated job rather than be laid off, he/she 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 shall be allowed to exercise his/her 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 workday upon a job providing a higher rate of pay, he/she 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 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 reports or registers in as ordered.

Section 7

Each full-time employee put to work shall have a daily guarantee of eight (8) hours of work. Any full-time employee reporting to work and not put to work shall receive six (6) hours' guarantee. The guarantee may be broken by request of the employee using the appropriate company code.

Section 8

In a scheduled workweek in which there is a paid holiday, the guaranteed workweek shall be thirty-two (32) hours; in any scheduled workweek in which there are two (2) paid holidays, the guaranteed workweek shall be twenty-four (24) hours, etc. For hours worked in excess of thirty-two (32) or twenty-four (24) hours in a week, as applicable, an employee shall be paid at the rate of one and one-half (1 1/2) time the regular straight-time rate, provided the holiday or holidays fall within the scheduled workweek.

Section 9-Full-Time and Part-time Employees

All work performed on the employee's sixth (6th) day shall be paid at time and one-half (1 1/2). All work performed on the employee's seventh (7th) day worked shall be paid at double time.

Prior to working any employee six (6) or seven (7) days, the Employer shall have the right to work any qualified employee who has not yet had the opportunity to work five (5) days.

If an employee is required to work a sixth (6th) and seventh (7th) consecutive day at the Employer's request, they shall be paid the appropriate premium regardless of the established work week.

Section 10

Overtime pay shall not be pyramided.

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 personal safety is in jeopardy, until conditions improve.

Section 2

Effective September 1, 1990, all new feeder tractor-trailer road equipment shall have shoulder harness straps included as part of the seat belt installed on the driver's side.

Section 3

When requested by the employee, a steward shall be present for any investigation of a work-related injury subsequent to the initial report. However, if there is a dispute during the initial reporting process, the employee may request an available steward. If a steward is unavailable, the employee may designate a bargaining unit member who is immediately available. Nothing in this provision shall be used to delay the process.

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 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 trusteed 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	$175.00
January 1, 2020	$175.00
January 1, 2021	$175.00
January 1, 2022	$175.00
January 1, 2023	$175.00

(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 has one hour of service in Covered Employment. For service pensions only, if an employee has 0-19 weeks of service credit, he/she shall not receive any service credit for that calendar year. If he/she has 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 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 $2000 per month if less than age 57 when benefits commence and $2500 per month if at least age 57 when benefits commence. The benefit for thirty (30) year service retirement shall be $3,400 ($3,800 effective 1/1/20) per month regardless of the age of the retiring employee. The benefit for thirty-five (35) years service retirement shall be $3,900 ($4,300 effective 1/1/20) 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	Monthly Service Pension
35 years	Any age	$3,900

Effective January 1, 2020, the following enhancements will be implemented:
35 years, any age - $4,300

30 or more years	Any age	$3,400 plus $100/yr. of service for years over 30 up to $3,900

Effective January 1, 2020, the following enhancements will be implemented:
30 or more years, any age $3,800 plus $100/yr. of service for years over 30 up to $4,300

25 years	Any Age up to age 57 $2,000
25 years	57 or older $2,500 plus $100/yr. of service for years over 25 up to $3,900 maximum ($4,300 1/1/20)

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.

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 shall receive the sixty dollars ($60.00) benefit formula for the entire 2008 plan year.

The total monthly service pension benefit will be equal to the following provided the employee meets the Credited Service requirement.
$2,275 for retirement at any age after 35 years of part-time Credited Service
$1,950 for retirement at any age after 30 years of part-time Credited Service
$1,625 for retirement at age 60 with 25 years of part-time Credited Service
$1,325 for retirement at any age with 25 years of part-time Credited Service
(based on $53.00 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 I. 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

The Employer and the Union agree that they will undertake to attempt to establish appropriate reciprocity agreements to protect the pension rights of employees.

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

Refer to Article 34 of the National Master

Section 6

Retirees who are covered by the UPS Health and Welfare Plan including those who retired under the 1973-1976 Agreement shall receive benefits after January 1, 2014 under the terms of the Memorandum Concerning UPS Sponsored Plans, attached to the National Master Agreement.

In the event the TeamCare does not maintain the benefit coverage and retiree contribution rate for retiree insurance (including spousal coverage) in effect on the date of ratification of this Agreement, the Union and Employer shall meet to determine and agree if there is a substitute multiemployer plan which will provide comparable coverage. If mutual agreement is reached to provide a substitute plan, the contribution payable by the Employer pursuant to Article 34, Section 1 (a) shall be paid to the new plan.

Section 7

The Employer shall make health and welfare contributions for employees who have been injured on the job for a period of one (1) year, and for employees who are ill or who have been injured off the job for a period of four (4) weeks.

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

The Employer will provide, to all part-time employees, health and welfare booklets describing their benefits.

Section 8

During the life of this Agreement, the Employer reserves the right, with local union agreement, to present and vote an alternative Health and Welfare Plan to all affected employees. Should a majority of the affected employees vote to accept the alternative plan; the new plan will be implemented accordingly.

Section 9

Denial of individual claims under the disability plan shall not be grounds for a grievance unless and until the appeal process of the plan has been exhausted.

ARTICLE 15-HOLIDAYS

Section 1

A regular seniority employee shall not be required to work on the following eight (8) named holidays-New Year's 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 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 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

Whenever any of the above-named holidays fall outside of the employee's scheduled work week or during an employee's vacation period, the full-time employee shall be paid eight (8) hours and the part-time employee shall be paid four (4) hours at the straight-time hourly rate for the holiday.

Section 3

Employees who are serving their probationary period are not entitled to holiday pay for holidays falling within the probationary period.

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 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

There shall be no premium pay for hours worked on a holiday by employees when their regular jobs begin or end on the holiday. Their holiday is either advanced or delayed, but is nevertheless observed and paid as a holiday.

Section 6

All full-time and part-time seniority employees are entitled to holiday pay if the holiday falls within the first (1st) thirty (30) days of absence due to illness or non-occupational injury, or layoff, or within the first (1st) six (6) months of absence due to occupational injury.

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.)

(a) To be eligible for his/her 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.

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 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 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.

2. 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 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 shall be paid an extra day's pay for the holiday in addition to his/her regular pay.

On the pay day immediately preceding an employee's vacation, he/she shall be paid his/her vacation pay computed on the basis of forty-five (45) hours per week at his/her 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 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 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 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. 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; (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;

(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 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 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 shall make itself 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 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)

Employees shall be entitled to and required to take an unpaid meal period between the third (3rd) and sixth (6th) hour of work.

(a) All employees shall receive at least one (1) ten (10) minute paid break.

(b) Employees who presently enjoy two (2) paid breaks shall continue this practice.

(c) Local past practice shall prevail regarding the duration of the meal and rest periods. In areas where the Employer has a 10:30 a.m. air commitment, breaks will be taken so as to not jeopardize the delivery guarantee.

(d) All paid-for time shall be counted in computing overtime.

ARTICLE 19-MISCELLANEOUS PROVISIONS

Section 1

Any reports that are required by the Employer and must be filled out by the employee shall be done while on the clock.

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 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 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 required by the Employer to furnish for himself/herself, 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.

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 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 own protection. The Employer will give the employee a written acknowledgment of inventory submitted, with a copy to the local union.

Section 5

Initial retention testing for sorters and pre-loaders shall be done on Company time.

Section 6

Drivers shall not be disciplined for refusing to go back out on the street once they have returned to the building, after having completed their full day's work.

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.

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

In addition to the negotiated increases in the National Master Agreement, feeder drivers shall be paid as follows: forty-five cents (.45) above tractor-trailer rate for double bottoms, and eighty cents (.80) above tractor-trailer rate for double 40's and trains.

Section 9

The Employer shall allow C.B.'s in package cars for drivers that drive three hundred (300) miles or more, per shift, if needed for safety reasons. The Joint Area Committee may waive this requirement where C.B.'s are needed for safety reasons.

Section 10

There will be no newly implemented incentive plans or bonus plans unless approved by the affected employees and the Union. Current plans will remain in effect unless grieved by the majority of the employees involved and approved by the Joint Area Committee:

(1) Individual grievances must be completed by each employee requesting the plan to be terminated and the grievances must be submitted to the local union within three (3) weeks of their being written.

(2) Once a grievance on this subject has been submitted to the local union, management is not to attempt to resolve the grievance with the grievant without a representative of the Union present.

(3) If a majority of the package car drivers in a center write grievances within a three (3) week period, the local union shall advise the Employer within one (1) week and submit the issue to the JAC for approval.

(4) The local union shall have the right to attend any meetings on this subject conducted by the Employer from the time the grievances are submitted to the JAC until they are heard.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals, this _____ through July 31, 2023.

For the Employees:
Central Region of Teamsters

Dennis Roberts, Chairman
Shane Block
Kenny Boggs
John Bolton
Jonathan Bowman
Earl Brown
Tom Bucher
Ron Butts
Jeff Combs
Pat Darrow
Scott Ford
Alan Frisbee
Duane Grove
Trevor Lawrence
Greg Lowran
Claudia Pettit
Zak Radzak
Dave Ring
Carl Snodgrass
John Thompson
Chris Tongay
Brian VanMatre
Paul Wojnar
Ellis Wood
Brian Zodrow

For the Employer:
United Parcel Service

Tim Hoy, Chairman
Murray Bourque
Mike Christensen
Sue Davis
Rob Eans
Dean Fragale
Melinda Johnson
Cindy Morrone
Joe Mullikin
Mike O'Connor
Paul Odendahl
Jerry Wassel

STATE OF MICHIGAN and UNITED PARCEL SERVICE RIDER

to the

NATIONAL MASTER UNITED PARCEL SERVICE AGREEMENT

FOR THE PERIOD

AUGUST 1, 2018 THROUGH JULY 31, 2023

SCHEDULE OF WAGES

CLASSIFICATION	8/1/2018	8/1/2019	8/1/2020	8/1/2021	8/1/2022
P/U & Delivery Dr	$37.00	$37.75	$38.55	$39.45	$40.45
Tractor-Trailer Dr	$37.01	$37.76	$38.56	$39.46	$40.46
Tractor-Trailer Dr-Double Bottoms	$37.46	$38.21	$39.01	$39.91	$40.91
Tractor-Trailer Dr-Db Btm 40's & Trains	$37.81	$38.56	$39.36	$40.26	$41.26
Porters, Clerks, Car Wash.	$35.30	$36.05	$36.85	$37.75	$38.75
F/T Sorters	$36.35	$37.10	$37.90	$38.80	$39.80
F/T Preloaders	$36.35	$37.10	$37.90	$38.80	$39.80
*Journeyman Mechanic	$37.40	$38.15	$38.95	$39.85	$40.85
**Apprentice Mechanic.	$36.65	$37.40	$38.20	$39.10	$40.10
All Others	$34.30	$35.05	$35.85	$36.75	$37.75

NOTE: Part Time rates - Article 22 Section 5, National Master

NOTE: Cost of Living see Article 33 National Master

NATIONAL MASTER AGREEMENT
ARTICLE 3
UNION SHOP AND DUES

The Company agrees to deduct one (1) months' dues from all seasonal employees and vacation replacements for each month worked, or portion thereof. These deductions will be remitted to the Local Union with the regular monthly check-off.

ARTICLE 14
HEALTH AND WELFARE

All Full Time and Part Time employees who are covered by the State of Michigan Rider will be covered by the Central States Southeast and Southwest Area Health and Welfare Fund during the term of this Agreement as set forth in Article 34 of the National Master and Article 14 of the Central Region Supplemental Agreement.

The Central States, Southeast and Southwest Areas Health and Welfare Fund offers a Subrogation Agreement, to an employee's whose Workers Compensation injury is being disputed by the Employer.

CENTRAL CONFERENCE SUPPLEMENT
ARTICLE 16
VACATION

Vacations: Eight (8) years or more - Three (3) weeks.

An employee may at his/her discretion sell back up to two (2) weeks of vacation. The employee must request the ASell Back@ weeks by December of the current selection period.

ARTICLE 17
GRIEVANCE PROCEDURE

The Employer shall have ten (10) calendar days including date of knowledge to issue discipline to an employee by proper written notice with a copy to the Local Union.

It shall be the responsibility of the employee to reduce a grievance to writing from the date of knowledge and/or the date of discipline issued and submit the grievance to the Employer within ten (10) calendar days.

In cases where the Union alleges excessive discipline notices are being administered to employees, the Union, District Operations Manager or Designee and District Labor Manager will meet to discuss matter.

ARTICLE 18
MEAL PERIOD

All Full Time Package Car Drivers shall be entitled to take a fifty (50) minute unpaid meal period. Said Employee shall be required to take no less than twenty (20) minutes unpaid meal period between their 3rd and 6th hour work.

All Full Time Employees will be entitled to one (1) ten (10) minute paid break.

MECHANICS

1. Any mechanic called back to work after completing his/her scheduled work day shall be guaranteed four (4) hours work or pay at time and one-half (1 1/2).
2. One change of uniform per day.
3. Foul weather gear.
4. Apprenticeship program.

An employee receiving "Red Circled" rate of pay for a classification listed above shall maintain that rate of pay as long as the employee remains in the same job.

CENTRAL CONFERENCE SUPPLEMENT
ARTICLE 19, SECTION 4

Journeymen mechanics will receive a twenty-five cent ($.25) hourly increase effective January 7, 1980 for the replacement of their personal tools. Mechanics will not be permitted to bid into delivery driving, feeder driving, or tractor trailer driving work. Mechanics will only be used for work outside of their classification of work after all other sources have been exhausted.
*(Includes $.25 effective 1-7-80.)

**Apprentices: $.10 per hour increase every six (6) months until they reach Journeyman rate. (The twenty-five cent ($.25) increase for Journeymen mechanics is not applicable for apprentice mechanics except those in the apprentice classification before January 7, 1980.)

WITNESS WHEREOF, the parties hereto set their hands and seals this 1st day of August 2018.

FOR THE COMPANY:	FOR THE UNION:
BY: MICHAEL O'CONNOR	BY: ELLIS P. WOOD
BY: KENNETH RAMSEY	BY: SCOTT QUENNEVILLE